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CONTRACT PROVISIONS AND PLANS

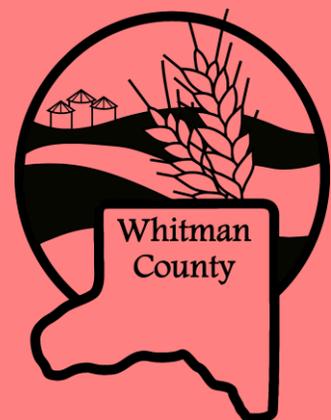
FOR AGGREGATE PRODUCTION AT:

GNAEDINGER QUARRY

C.R.C.P. No. 156

**WHITMAN COUNTY
DEPARTMENT OF
PUBLIC WORKS**

COLFAX, WASHINGTON



WHITMAN COUNTY
Department of Public Works

Mailing Address:
P.O. Box 430
Colfax, WA 99111-0430

Administration/Engineering
Road Maintenance
Equipment Rental & Revolving
Solid Waste Division
Planning Division
Building & Development

PHONE: (509) 397-4622
Fax: (509) 397-6210
N. 310 Main
2nd Floor Public Service Bldg.
Colfax, WA 99111

**GNAEDINGER QUARRY
C.R.C.P. No. 156**

NOTICE TO ALL PLAN HOLDERS

Attached are the plans and specifications for the above referenced project. Questions may be addressed to the Whitman County Engineering Department at the Whitman County Engineer's Office, North 310 Main, Second Floor of the Public Service Building, Colfax, Washington.

PLAN FEE: \$20.00 (Non-Refundable)

APPROVED

Date

W. Mark Storey, P.E.
Director/County Engineer



EXPIRES

9-22-2012

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WATER AND POWER

APPENDIX A

STATE WAGE RATES

APPENDIX B

PROPOSAL
PROPOSAL BOND

INTRODUCTION

JANUARY 4, 2010

The following Amendments and Special Provisions shall be used in conjunction with the 2010 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

SECTION 1-02, BID PROCEDURES AND CONDITIONS

JANUARY 4, 2010

1-02.7 Bid Deposit

In the first paragraph, the third sentence is revised to read:

For projects scheduled for bid opening in Olympia, the proposal bond may be in hard copy or electronic format via Surety2000.com or Insurevision.com and BidX.com.

1-02.9 Delivery of Proposal

In the first paragraph, the first sentence is revised to read:

For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and submitted in the envelope provided with it, or electronically via Expedite software and BidX.com at the location and time identified in Section 1-02.12.

The following new paragraph is inserted after the first paragraph:

For projects scheduled for bid opening in the Region, each Proposal shall be sealed and submitted in the envelope provided with it, at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

APRIL 4, 2011

1-07.2 Sales Tax

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

The Contractor shall contact the Contract Payment section of the Division of Accounting & Financial Services of the Department of Transportation, Olympia WA for questions on sales tax.

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

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.051).

1-07.9(1) General

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

When the project involves highway Work, heavy Work and building Work, the Contract Provisions may list a Federal wage and fringe benefit rate for the highway Work, a separate Federal wage and fringe benefit rate for both the heavy Work and the building Work.

1-07.13(4) Repair of Damage

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

For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), 1-07.13(3), or 8-17.5, payment will be made in accordance with Section 1-09.4 using the estimated bid item "Reimbursement for Third Party Damage".

1-07.14 Responsibility for Damage

The third, fourth and fifth paragraphs are revised to read:

Subject to the limitations in this section and RCW 4.24.115 the Contractor shall indemnify, defend, and save harmless the State, Governor, Commission, Secretary, and all officers and employees of the State from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of contract regarding the Work, or the use of any improper materials in the Work, caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the State may retain so much of the money due the Contractor as deemed necessary by the Engineer to ensure indemnification until disposition has been made of such suits or claims.

Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless any county, city, or region, its officers, and employees connected with the Work, within the limits of which county, city, or region the Work is being performed, all in the same manner and to the same extent as provided above for the protection of the State, its officers and employees, provided that no retention of money due the Contractor be made by the State except as provided in RCW 60.28, pending disposition of suits or claims for damages brought against the county, city, or district.

Pursuant to RCW 4.24.115, where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

This section is supplemented with the following:

THE CONTRACTOR SPECIFICALLY ASSUMES ALL POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE CONTRACTOR AND, SOLELY FOR THE PURPOSE OF ENFORCING THE DEFENSE AND INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 1-07.14, THE CONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY GRANTED UNDER THE STATE INDUSTRIAL INSURANCE LAW, RCW TITLE

51. THIS WAIVER HAD BEEN MUTUALLY NEGOTIATED BY THE PARTIES. THE CONTRACTOR SHALL SIMILARLY REQUIRE THAT EACH SUBCONTRACTOR IT RETAINS IN CONNECTION WITH THE PROJECT COMPLY WITH THE TERMS OF THIS PARAGRAPH, WAIVE ANY IMMUNITY GRANTED UNDER RCW TITLE 51 AND ASSUME ALL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE SUBCONTRACTOR.

1-07.18 Public Liability and Property Damage Insurance

This section is deleted in its entirety and replaced with the following:

1-07.18 Public Liability and Property Damage Insurance

The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Secretary (Section 1-05.12).

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage with limits of \$3,000,000 per occurrence and, per project, in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation amendatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department and all officers and employees of the State as named insured.
2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent with minimum limits of \$3,000,000 per occurrence and in the aggregate for each one year policy period. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of three years following Substantial Completion of the Work.
3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of the Work with a combined single limit of not less than \$1,000,000 each occurrence. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence with the State named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.
4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents and consultants (collectively the "Additional Insureds") shall be included as Additional Insureds for all policies and coverages specified in this Section, with the exception of the OCP policy. Said insurance coverage shall be primary and non-contributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional Insured shall be in excess of such insurance and shall not contribute with it. All

insurance coverage required by this Section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.

All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed equivalent by Contracting Agency, providing the Additional Insureds with all coverage’s required under the Commercial Automobile Liability.

5. The coverage limits to be provided by Contractor for itself and to the Contracting Agency and Additional Insureds pursuant to this section or any Special Provision, shall be on a “per project” aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims. The additional insured coverage required under this Section for products/completed operations claims shall remain in full force and effect for not less than three years following Substantial Completion of the project. If the Contractor maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any Special Provision, then those additional coverage limits shall also apply to the Contracting Agency and the Additional Insureds. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent or otherwise.
6. All insurance policies and coverage’s required under Section 1-07.18 and Section 1-07.10 shall contain a waiver of subrogation against the Contracting Agency , the State, any Additional Insured and their respective departments, agencies, boards, and commissions and their respective officers, officials, agents, and employees for losses arising from Work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.
7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. The Contractor shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. In the event that a Subcontractor is required to add the Contractor as an additional insured pursuant to its contract for Work at the Project, then the Contractor shall also cause each Subcontractor to include the Contracting Agency and the Additional Insureds as additional insureds as well, for primary and non-contributory limits of liability under each Subcontractor’s Commercial General Liability, Commercial Automobile Liability and, any other coverage’s which may be required pursuant to a “Special Provision”.
8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or any other Person to be a third party beneficiary of the Contract Documents. Nothing in this Contract authorizes anyone not a party to this Contract or a designated third party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. It is the further intent of the Contracting Agency and the Contractor in executing the Form of Contract that no individual, firm, corporation or any combination thereof which supplies materials,

labor, services, or equipment to the Contractor for the performance of the Work shall become thereby a third party beneficiary of this Contract.

The Contract Documents shall not be construed to create a contractual relationship of any kind between the Contracting Agency and a Subcontractor or any other Person except the Contractor.

9. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.
10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this Section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.
11. Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this section and any Special Provisions.
12. The Contractor shall provide written notice to the Engineer of any policy cancellations and provide the Department of Transportation, Contract Payment Section, P.O. Box 47420 Olympia, WA 98504-7420, by U.S Mail, notice of any policy cancellation within two business days of receipt of cancellation.
13. Failure on the part of the Contractor to maintain the insurance as required, or to not provide certification and copies of the insurance prior to the time specified in subsection 11 above, shall constitute a material breach of Contract upon which the Contracting Agency may, after giving 5-business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

SECTION 1-09, MEASUREMENT AND PAYMENT

JANUARY 3, 2011

1-09.2(1) General Requirement for Weighing Equipment

This section is revised to read:

Unless specified otherwise, any Highway or Bridge construction materials to be proportioned or measured and paid for by weight shall be weighed on a scale.

Scales

Scales shall:

1. Be accurate to within 0.5-percent of the correct weight throughout the range of use;
2. Not include spring balances;
3. Include beams, dials, or other reliable readout equipment;
4. Be built to prevent scale parts from binding, vibrating, or being displaced and to protect all working parts and;
5. Be carefully maintained, with bunkers and platforms kept clear of accumulated materials that could cause errors.

Scale Operations

Contractor provided scale operations are defined as operations where a scale is set up by the Contractor specifically for the project and most, if not all, material weighed on the scale is utilized for Contract Work. In this situation, the Contractor shall provide a person to operate the project scale, write tickets, perform scale checks and prepare reports.

Commercial scale operations include the use of established scales used to sell materials to the public on a regular basis. In addition, for the purposes of this specification, all batch, hopper, and belt scales are considered to be commercial scales. When a commercial scale is used as the project scale, the Contractor may utilize a commercial scale operator provided it is at no additional cost to the contracting agency.

In addition, the Contractor shall ensure that:

1. The Engineer is allowed to observe the weighing operation and check the daily scale weight record;
2. Scale verification checks are performed at the direction of the Contracting Agency (see Section 1-09.2(5));
3. Several times each day, the scale operator records and makes certain the platform scale balances and returns to zero when the load is removed; and
4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Unless otherwise approved, reporting shall utilize form 422-027, Scalesman's Daily Report.

Trucks and Tickets

Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. Each vehicle operator shall obtain a weigh or load ticket from the scale operator. The Contracting Agency will provide item quantity tickets for scales that are not self-printing. The Contractor shall provide tickets for self-printing scales. All tickets shall, at a minimum, contain the following information:

1. Date of haul;
2. Contract number;
3. Contract unit Bid item;
4. Unit of measure;
5. Identification number of hauling vehicle; and
6. Weight delivered
 - a. Net weight in the case of batch and hopper scales
 - b. Gross weight, tare and net weight in the case of platform scales (tare may be omitted if a tare beam is used)
 - c. Approximate load out weight in the case of belt conveyor scales

The vehicle operator shall deliver the ticket in legible condition to the material receiver at the material delivery point. The material delivery point is defined as the location where the material is incorporated into the permanent Work.

1-09.2(2) Specific Requirements for Batching Scales

In the first paragraph, the last sentence is revised to read:

Batching scales used for Portland Cement concrete or hot mix asphalt shall not be used for batching other materials.

1-09.2(3) Specific Requirements for Platform Scales

In the first paragraph, the last sentence is revised to read:

A tare weight shall be taken of each hauling vehicle at least once daily.

The third paragraph is deleted.

1-09.2(5) Measurement

This section is revised to read:

Scale Verification Checks

The Engineer will verify the accuracy of each batch, hopper or platform scale. The frequency of verification checks will be such that at least one test weekly is performed for each weighed contract item of work being performed during that week.

Verification checks may not be routinely conducted for weighed material, who's proposal quantity multiplied by the unit bid price, has a value less than \$20,000.

The verification will consist of one of the following methods and be at the Contractor's option:

1. Weigh a loaded truck on a separate certified platform scale designated by the Contractor, for the purpose of scale verification.

2. Weigh a vehicle that weighs at least 10,000 pounds on a separate certified scale and then check the project scale with it.
3. Establish a certified fixed load weighing at least 10,000 pounds as a check-weight. The certification shall consist of an affidavit affirming the correct weight of the fixed load.

Should the scale verification check reveal a weight difference of more than 0.5-percent, a second scale verification check shall be performed immediately. If the weight differences of both comparison checks exceed the 0.5-percent limit, the Contractor shall immediately stop weighing and the scale shall be recertified at the Contractor's expense.

Belt Scales

To test the accuracy of a belt-conveyor scale, the Contractor shall weigh five or more payloads from sequential hauling units and compare these weights with weights of the same payloads taken on a separate certified platform scale. If the test results fluctuate, the Engineer may require more than five check loads. Conveyor weights will be based on tonnage values taken from the sealed odometer at the beginning and end of each check period.

If scale verification checks show the scale has been under weighing, it shall be adjusted immediately.

If scale verification checks show the scale has been overweighing, its operation will cease immediately until adjusted.

Minor Construction Items

If the specifications and plans require weight measurement for minor construction items, the Contractor may request permission to convert volume to weight. If the Engineer approves, an agreed factor may be used to make this conversion and volume may be used to calculate the corresponding weight for payment.

1-09.2(6) Payment

This section is revised to read:

Unless specified otherwise the Contracting Agency will pay for no materials received by weight unless they have been weighed as required in this section or as required by another method the Engineer has approved in writing.

The Contractor shall not be compensated for any loss from under weighing that is revealed by scale verification checks.

If scale verification checks reveal that the scale is over weighing, then payment for all material weighed since the last valid scale verification check will be adjusted. The contracting agency will calculate the combined weight of all materials weighed after the last verification check showing accurate results. This combined weight will then be reduced for payment by the percentage of scale error that exceeds 0.5-percent unless the Contractor demonstrates to the satisfaction of the Engineer that the defect in the scale was present for a lesser period of time.

Unit contract prices for the various pay items of the project cover all costs related to weighing and proportioning materials for payment. These costs include but are not limited to:

- Furnishing, installing, certifying, and maintaining scales;
- Providing a weigher to operate a Contractor provided scale;
- Providing a weigher to operate a commercial scale, if necessary;
- Providing self-printing tickets, if necessary;
- Rerouting a truck for verification weighing;
- Assisting the Engineer with scale verification checks;
- Any other related costs associated with meeting the requirements of this section.

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

JULY 31, 2007 (APWA GSP) INTRO

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2010 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

May 18, 2007 (APWA GSP)
August 7, 2006 (WSDOT GSP)
April 2, 2007 (WC GSP)

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition
- Standard Plans, current edition

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

DIVISION 1 GENERAL REQUIREMENTS

(WSDOT GSP) DIVISION 1.GR1

DESCRIPTION OF WORK

(WSDOT GSP) DESWORK1.GR1

LOCATION OF PROJECT

MAY 8, 1996 (WC GSP) LOCATION

The Gnaedinger Quarry and Stockpile Site is located in the NE ¼ of Section 35, Township 17 North, Range 45 East, W.M., approximately 1 mile north of Palouse, Washington.

DESCRIPTION OF WORK

MARCH 13, 1995 (WSDOT GSP) DESWORK1.FR1

The work performed under this contract includes the manufacturing and stockpiling of 3/4" Maintenance, 3/8" Chips and 1/4" Minus. These items shall meet the requirements of Sections 9-03.4 and 9-03.9 of the Standard Specifications with the exception of the grading requirements, which are listed below.

3/4" Maintenance		3/8" Chips	
<u>Sieve Size</u>	<u>Percent Passing</u>	<u>Sieve Size</u>	<u>Percent Passing</u>
1" square	100	1/2" square	100
1/2" square	75-85	3/8" square	70-90
1/4" square	55-70	U.S. No. 4	0-5
U.S. No. 40	8-24	U.S. No. 8	0-3
U.S. No. 200	9.0 max.	U.S. No. 200	0-0.8
% Fracture	75 min.	% Fracture	90 min.
S.E.	32 min.		

1/4" Minus	
<u>Sieve Size</u>	<u>Percent Passing</u>
3/8" square	100
U.S. No. 10	0-25
U.S. No. 200	0-4.0 max.
% Fracture	75 min.

For each type of aggregate, each rock shall have no dimension larger than 150% of the last specified sieve size through which the aggregate passes.

DEFINITIONS AND TERMS

(APWA GSP) 1-01.GR1

DEFINITIONS

SEPTEMBER 12, 2008 (APWA GSP) 1-01.3

1-01.3 Definitions

This Section is supplemented with the following:

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

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

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

Additive

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

Alternate

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

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the contract within which the work must be physically completed.

Dates

Bid Opening Date

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

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive bidder for the work.

Contract Execution Date

The date the Contracting Agency officially binds the agency to the contract.

Notice to Proceed Date

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

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

Physical Completion Date

The day all of the work is physically completed on the project. All documentation required by the contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

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

Final Acceptance Date

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

Notice of Award

The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the bid.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the work and establishing the date on which the contract time begins.

Traffic

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

BID PROCEDURES AND CONDITIONS

(WSDOT GSP) 1-02.GR1

QUALIFICATIONS OF BIDDER

JANUARY 24, 2011 (APWA GSP) 1-02.1

Delete Section 1-02.1 and replace it with the following:

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

PLANS AND SPECIFICATIONS

OCTOBER 1, 2005 (APWA GSP) 1-02.2

Delete Section 1-02.2 and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17") and Contract Provisions	10	Furnished automatically upon award.
Large plans (22" x 34") and Contract Provisions	3	Furnished only upon request.

Additional plans and Contract Provisions may be purchased by the Contractor by payment of the cost stated in the Call for Bids.

PROPOSAL FORMS

OCTOBER 1, 2005 (APWA GSP) 1-02.5

Delete Section 1-02.5 and replace it with the following:

At the request of a bidder, the Contracting Agency will provide a proposal form for any project on which the bidder is eligible to bid.

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

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

Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid. The bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

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

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

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

PREPARATION OF PROPOSAL

(WSDOT GSP) 1-02.6

(WSDOT GSP) 1-02.6.INST1.GR1

Section 1-02.6 is supplemented with the following:

AUGUST 2, 2004 (WSDOT GSP) 1-02.6.OPT5.GR1

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

BID DEPOSIT

OCTOBER 1, 2005 (APWA GSP) 1-02.7

Supplement Section 1-02.7 with the following:

Bid bonds shall contain the following:

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

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

DELIVERY OF PROPOSAL

JANUARY 24, 2011 (APWA GSP) 1-02.9

Delete Section 1-02.9 and replace it with the following:

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

The Contracting Agency will not consider Proposals it receives after the time fixed for opening Bids in the call for Bids.

PUBLIC OPENING OF PROPOSALS

(WSDOT GSP) 1-02.12.GR1

(WSDOT GSP) 1-02.12.INST1.GR1

Section 1-02.12 is supplemented with the following:

NOVEMBER 20, 2000 (WC GSP) 1-02.12

Date of Opening Bids

Sealed bids will be received by the Board of County Commissioners of Whitman County, State of Washington, at its office in the Whitman County Courthouse, N. 400 Main Street,

Colfax, Washington, until **11:00 a.m. Pacific Daylight Savings Time, on Monday, October 31, 2011** at which time all bids will be opened and publicly read.

IRREGULAR PROPOSALS

MARCH 25, 2009 (APWA GSP) 1-02.13

Revise item 1 of Section 1-02.13 to read:

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

DISQUALIFICATION OF BIDDERS

MARCH 25, 2009 (APWA GSP) 1-02.14 OPTION B

Delete Section 1-02.14 and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or

5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency.

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

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

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

PRE AWARD INFORMATION

OCTOBER 1, 2005 (APWA GSP) 1-02.15

Revise Section 1-02.15 to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,

3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

AWARD AND EXECUTION OF CONTRACT

(WSDOT GSP) 1-03.GR1

CONTRACT BOND

(WSDOT GSP) 1-03.4.GR1

(WSDOT GSP) 1-03.4.INST1.GR1

Section 1-03.4 is supplemented with the following:

JUNE 27, 2011 (WSDOT GSP) 1-03.4.OPT1.GR1

Release of Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than \$ 35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the Contract Bond have been resolved.

OCTOBER 1, 2005 (APWA GSP) 1-03.4

Revise the first paragraph of Section 1-03.4 to read:

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

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

SCOPE OF THE WORK

(APWA GSP) 04.GR1

COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA

OCTOBER 1, 2005 (APWA GSP) 1-04.2

Revise the second paragraph of Section 1-04.2 to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency's Standard Plans (if any), and
8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.

CHANGED CONDITIONS

OCTOBER 1, 1994 (WC GSP) 1-04.7

Section 1-04.7 is supplemented with the following:

All loose material, including existing oversize (showing or hidden) within the Quarry shall be utilized as specified in these special provisions.

CONTROL OF WORK

(WSDOT GSP) 1-05.GR1

NOTIFICATION

OCTOBER 1, 1994 (WC GSP) 1-05.5

The Contractor shall notify the Contracting Agency 48 hours prior to blasting the quarry and again 48 hours prior to crushing or stockpiling. Notification shall be in writing.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

OCTOBER 1, 2005 (APWA GSP) 1-05.7

Supplement Section 1-05.7 with the following:

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

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

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

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

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

FINAL INSPECTION

OCTOBER 1, 2005 (APWA GSP) 1-05.11

Delete Section 1-05.11 and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR

MARCH 25, 2009 (APWA GSP) 1-05.13

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

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

COOPERATION WITH OTHER CONTRACTORS

APRIL 11, 2003 (WC GSP) 1-05.14

Section 1-05.14 is supplemented with the following:

The Contracting Agency reserves the right to haul crushed aggregate in cooperation with the Contractor in order that the Contractor's hauling schedule and truck requirements may be planned and not unduly disrupted without notification. At the request of the Engineer, the Contractor shall provide, at no additional cost to the Contracting Agency, a loader and operator to load the Contracting Agency's trucks.

METHOD OF SERVING NOTICES

MARCH 25, 2009 (APWA GSP) 1-05.15

Revise the second paragraph of Section 1-05.15 to read:

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

WATER AND POWER

OCTOBER 1, 2005 (APWA GSP) 1-05.16

Add the following new Section 1-05.16:

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

ORAL AGREEMENTS

OCTOBER 1, 2005 (APWA GSP) 1-05.17

Add the following new Section 1-05.17:

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

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

(WSDOT GSP) 1-07.GR1

LAWS TO BE OBSERVED

OCTOBER 1, 2005 (APWA GSP) 1-07.1

Supplement Section 1-07.1 with the following:

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

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

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

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

STATE SALES TAX

(WSDOT GSP) 1-07.2.GR1

JANUARY 24, 2011 (APWA GSP) 1-07.2

Delete Section 1-07.2, including its sub-sections, in its entirety and replace it with the following:

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(4) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(3) describes this exception.

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

(WSDOT GSP) 1-07.2.INST3.GR1

Section 1-07.2 is supplemented with the following:

MARCH 13, 1995 (WSDOT GSP) 1-07.2.OPT10.GR1

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay Sales Tax. The provisions of Section 1-07.2(1) apply.

STATE TAXES

MARCH 1, 1994 (WC GSP) 1-07.2

Counties and Cities are exempt from the Sales Tax and Use Tax on sand, gravel and rock when the material is taken from pits or quarries owned or leased to the County or City. Contractors are exempt from the Use Tax on charges for labor and services in respect to the production of sand, gravel and rock taken from a pit or quarry owned or leased to a County or City when the material is stockpiled for placement on County or City roads by the City itself or for sale by the County or City. Contractors are liable for the tax, however, in respect to the value of all sand, gravel, and rock used by them in performance of a contract to construct, repair and improve a publicly owned road by spreading the material on the right-of-way, including sand, gravel and rock produced by the Contractor from a pit or quarry owned by or leased to the County or City. Contractors are exempt from the Business and Occupation Tax on charges for labor and services in respect to the production and stockpiling of sand, gravel and rocks from pits or quarries owned or leased to counties or cities when the material is to be placed on a County or City road by the County or City itself, or is to be sold at cost to another County or City for road purposes. In all other cases, the Contractor is subject to the applicable taxes. (RCW 82.08.0275, 82.12.0269 and 82.04.415)

SAND AND GRAVEL PERMIT

OCTOBER 4, 2000 (WC GSP) 1-07.5(3)

Section 1-07.5(3) is supplemented with the following:

The Contractor shall obtain a Sand and Gravel General Permit for portable rock crushers from the Department of Ecology.

PRIVATE/PUBLIC PROPERTY

APRIL 12, 1995 (WC GSP) 1-07.16(1)

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

The Contractor shall maintain any and all roads used by the Contractor to haul materials to and from the project. These haul roads shall be maintained to the same driving surface condition as when the Contractor started hauling on them. If the haul road(s) are damaged by the Contractor, the Contractor will repair them as directed by the Contracting Agency. If the Contractor does not repair the damaged haul road(s) when directed by the Contracting Agency the Contracting Agency will have the haul road(s) repaired by others and deduct the cost from the money owed to the Contractor.

As directed by the Engineer, the Contractor shall settle dust on all haul road(s).

UTILITIES AND SIMILAR FACILITIES

APRIL 2, 2007 (WSDOT GSP) 1-07.17

Section 1-07.17 is supplemented with the following:

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

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

AVISTA
(800) 227-9187

UTILITY RELOCATIONS

JANUARY 7, 2002 (WC GSP) 1-07.17

The Contractor shall schedule and coordinate his operations with all utility companies that have facilities within the project limits. This includes but is not limited to making contact with the utilities sufficiently in advance of the project start date to facilitate any relocation work which may be required.

Any delays, standby time, and/or other costs incurred by the Contractor due to utility relocation's shall be considered incidental to the other bid items and no payment will be made for these costs. Per Section 1-08.8 of the Standard Specifications, the Contractor may request a contract time extension.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

JANUARY 24, 2011 (APWA GSP) 1-07.18

Delete Section 1-07.18 in its entirety, and replace it with the following:

1-07.18(1) General Requirements

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

- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a “cross liability” provision.
- E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or insurance pool coverage.
- F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

The Contracting Agency and its officers, elected officials, employees, agents, and volunteers.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those

required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

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

1-07.18(4) Evidence of Insurance

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

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

1-07.18(5) Coverages and Limits

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

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

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

Such policy must provide the following minimum limits:

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

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

1-07.18(5)B Automobile Liability

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

\$1,000,000 combined single limit

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

BLASTING PERMIT

OCTOBER 1, 1994 (WC GSP) 1-07.22

Section 1-07.22 is supplemented with the following:

The Contractor shall obtain a blasting permit from the Whitman County Public Works Department.

OPACITY

FEBRUARY 17, 1998 (WC GSP) 1-07.23(1)

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

At no time may opacity exceed 20 percent for three minutes from any process equipment in the following areas: the quarry, the quarry's abutting properties, the County Road, and the stockpile sites. If the opacity exceeds 20 percent for three minutes, measures shall immediately be taken to control the dust. If it is impossible to operate with an opacity of less than 20 percent, the crusher shall be immediately shut down.

RIGHTS OF WAY

OCTOBER 1, 2005 (APWA GSP) 1-07.24

Delete Section 1-07.24 in its entirety, and replace it with the following:

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

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

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement

agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

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

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

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

PROSECUTION AND PROGRESS

(WSDOT GSP) 1-08.GR1

PRELIMINARY MATTERS

MAY 25, 2006 (APWA GSP) 1-08.0

Add the following new section:

1-08.0 Preliminary Matters

MAY 25, 2006 (APWA GSP) 0800.1

HOURS OF WORK

MAY 25, 2006 (APWA GSP) 1-08.0(2)

Add the following new Section 1-08.0(2):

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the

contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

If a Contractor desires to perform work on holidays, Saturdays, or before 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work Saturdays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non Federal aid projects; considering the work performed on Saturdays, and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Assistants may include, but are not limited to, survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

FEBRUARY 5, 2005 (WC GSP) 1-08.0(2)

The operational hours for the Gnaedinger Quarry and Stockpile Site are limited to Monday through Saturday from 6:00 a.m. to 9:00 p.m. daily. No work, including mobilization and equipment maintenance, may occur outside of the operational hours.

NOTICE TO PROCEED AND PROSECUTION OF THE WORK

OCTOBER 1, 2005 (APWA GSP) 1-08.4

Revise Section 1-08.4 to read:

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

TIME FOR COMPLETION

(WSDOT GSP) 1-08.5.GR1

(WSDOT GSP) 1-08.5.INST2.GR1

Section 1-08.5 is supplemented with the following:

MARCH 13, 1995 (WSDOT GSP) 1-08.5.OPT7.FR1

This project shall be physically completed by December 23, 2011.

Revise the third and fourth paragraphs of Section 1-08.5 to read:

Contract time shall begin on the first working day following the 10th calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (Federal-aid Projects)
 - b. Material Acceptance Certification Documents
 - c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Property owner releases per Section 1-07.24

MAINTENANCE DURING SUSPENSION

OCTOBER 1, 2005 (APWA GSP) 1-08.7

Revise the second paragraph of Section 1-08.7 to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public

use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

MEASUREMENT AND PAYMENT

(WSDOT GSP) 1-09.GR1

MEASUREMENT

OCTOBER 1, 1994 (WC GSP) 1-09.2(5)

Section 1-09.2(5) is supplemented with the following:

Belt Conveyor Scales or Self-Weighing/Recording Platform Scales shall be the only acceptable method of measurement.

PAYMENTS

(WSDOT GSP) 1-09.9.GR1

OCTOBER 10, 2008 (APWA GSP) 1-09.9

Revise the first paragraph of Section 1-09.9 to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment. For items Bid as lump sum, with a bid price of more than or equal to \$20,000, the Contractor shall submit a breakdown of their lump sum price in sufficient detail for the Project Engineer to determine the value of the Work performed on a monthly basis. Lump sum breakdowns shall be provided to the Project Engineer no later than the date of the preconstruction conference.

Delete the third paragraph of Section 1-09.9 and replace it with the following:

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

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Engineer's determination of the amount of Work performed, with consideration given to, but not exclusively based on, the Contractor's lump sum breakdown for that item.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retainage per Section 1-09.9(1);
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

Payments will be made by warrants, issued by the Contracting Agency's fiscal officer, against the appropriate fund source for the project. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

RECLAMATION AND RETAINAGE

APRIL 11, 2003 (WC GSP) 1-09.9(1)

Section 1-09.9(1) is supplemented with the following:

In addition to the 5 percent retained percentage, a sum of \$5,000 will also be retained for each quarry and pit site used in the contract work until reclamation of that pit or quarry is completed to the satisfaction of the Engineer. The \$5,000 retainage will be withheld from the first partial payment following construction activities in the respective pit or quarry.

After crushing all said materials, the Contractor shall have no more than 15 calendar days to complete reclamation of the pit or quarry to the satisfaction of the Engineer. If not completed to the satisfaction of the Engineer by the specified date, the Engineer can have said reclamation completed by others and the total cost deducted from or billed to the Contractor. Bid prices for the items shown shall be the only compensation paid for at the completion of this contract. All costs involved in the production and stockpiling of crushed aggregate including stripping, clearing and reclamation of the quarry shall be considered incidental and covered by other pay items.

PAYMENT FOR SURPLUS PROCESSED MATERIALS

JANUARY 8, 1996 (WC GSP) 1-09.10

Section 1-09.10 is deleted and replaced with the following:

The Contractor will not be reimbursed for surplus processed material produced by the Contractor from the Contracting Agency provided source(s). Surplus processed material is that material in excess of the contract amount or subsequent change order amounts.

The Contractor shall not dispose of any surplus material without permission of the Engineer. Surplus material shall remain the property of the Contracting Agency without reimbursement to the Contractor.

CLAIMS \$250,000 OR LESS

OCTOBER 1, 2005 (APWA GSP) 1-09.13(3)

Delete Section 1-09.13(3) and replace it with the following:

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

ADMINISTRATION OF ARBITRATION

OCTOBER 1, 2005 (APWA GSP) 1-09.13(3)A

Revise the third paragraph of Section 1-09.13(3)A to read:

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

DIVISION 3 PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING

(WSDOT GSP) DIVISION 3.GR3

PRODUCTION FROM QUARRY AND PIT SITES

(WSDOT GSP) 3-01.GR3

PRODUCTION AND CONSTRUCTION REQUIREMENTS

OCTOBER 1, 1994 (WC GSP) 3-01.2(4)

Section 3-01.2(4) is supplemented with the following:

The crushing plan shows the location of proposed excavation limits (blasting limit line, setback line or quarry boundary). The Contracting Agency believes there is adequate suitable rock in the location shown. If suitable rock is not found or found in quantities too small to meet production requirements, the Contractor may choose to excavate elsewhere in accordance with the Lease and Ultimate Reclamation Plan. Work for production from other areas of the Quarry/Stockpile sites is to be done at no additional cost to the Contracting Agency.

When crushing operations are complete, all loose blasted rock remaining within the Quarry shall be excavated. All oversize (larger than 36") shall be separated and broken to a size not larger than 36" in any one direction, unless otherwise directed by the Engineer. Then all of the loose rock shall be stockpiled within the quarry boundaries.

All work involved in excavation, separating the oversize rock, breaking the oversize rock, and stockpiling excess shot rock from within the Quarry shall be incidental to and included in other bid items.

REJECT MATERIALS

OCTOBER 1, 1994 (WC GSP) 3-01.3(3)

Section 3-01.3(3) is supplemented with the following:

If production of crushed aggregate produces reject materials, these materials shall be the property of the Contracting Agency and stockpiled as directed by the Engineer.

All costs incurred in producing, hauling and stockpiling the reject materials shall be incidental to the production of the specified materials and shall be included by the Contractor in the unit bid prices in the contract.

STOCKPILING AGGREGATES

(WSDOT GSP) 3-02.GR3

STOCKPILE SITES PROVIDED BY THE CONTRACTING AGENCY

OCTOBER 1, 1994 (WC GSP) 3-02.2(1)

Section 3-02.2(1) is supplemented with the following:

All provided stockpile sites are shown on the plans.

Belly dumps will not be allowed in stockpiling.

All stockpiles shall not exceed 25 feet in height without prior approval of the Engineer.

PREPARATION AND CONSTRUCTION OF STOCKPILE SITES

OCTOBER 1, 1994 (WC GSP) 3-02.2(5)

Section 3-02.2(5) is supplemented with the following:

To the satisfaction of the Engineer, the Contractor will level the stockpile site to a smooth, firm, uniform surface.

All costs involved in preparing stockpile sites will be incidental to the unit contract prices for the various materials being stockpiled. All costs in hauling the specified materials shall be incidental to the unit bid price for the various items being stockpiled.

Section 3-02.2(6) is supplemented with the following:

If any contamination, foreign matter, or elongated aggregate is found in any of the stockpiles, the entire stockpile shall be rescreened, at the discretion of the Engineer. All cost of rescreening a contaminated pile shall be incidental to the other items of work.

GENERAL SPECIALS

PORTABLE TESTING LABORATORY

SEPTEMBER 1, 1993 (WC GSP) LAB

When directed by the Engineer, the Contractor shall supply a portable aggregate testing laboratory complete with heat, lighting, testing equipment, desk and chair. The laboratory shall

be at least 120 square feet floor area. The doors and desk are to be equipped with locks and the lighting is to be adequate for the intended paper work. The required test equipment will include apparatus' necessary to perform aggregate tests according to WSDOT standards as described in the WSDOT Materials Manual. Electronic scales are mandatory. A dry sink used to wash aggregate samples and divert wash water outside is also necessary. Plumbing of water supply to the sink is optional. Costs for providing and operation of the portable laboratory shall be incidental to the other items of work. The Contracting Agency expects to use their portable testing laboratory. However, if conditions on other projects require the lab, the Contracting Agency's laboratory will not be available.

WATER AND POWER

APRIL 20, 2010 (WC GSP) WATER&POWER

The Contractor shall provide the Contracting Agency with water and power for testing purposes. The water shall be of sufficient quantity and quality to perform the tests, as determined by the Engineer. The required power supply for the Contracting Agency's portable testing laboratory is 240 volts which includes sufficient amperage to perform the required tests.

APPENDIX A

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: 10/4/2011

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Whitman	<u>Asbestos Abatement Workers</u>	Journey Level	\$33.41	<u>5D</u>	<u>1H</u>	
Whitman	<u>Boilermakers</u>	Journey Level	\$57.99	<u>5N</u>	<u>1C</u>	
Whitman	<u>Brick Mason</u>	Journey Level	\$40.03	<u>5A</u>	<u>1M</u>	
Whitman	<u>Building Service Employees</u>	Janitor	\$8.67		<u>1</u>	
Whitman	<u>Building Service Employees</u>	Shampooer	\$11.14		<u>1</u>	
Whitman	<u>Building Service Employees</u>	Waxer	\$8.67		<u>1</u>	
Whitman	<u>Building Service Employees</u>	Window Cleaner	\$8.67		<u>1</u>	
Whitman	<u>Cabinet Makers (In Shop)</u>	Journey Level	\$12.00		<u>1</u>	
Whitman	<u>Carpenters</u>	Carpenters	\$37.90	<u>5A</u>	<u>1B</u>	<u>8N</u>
Whitman	<u>Cement Masons</u>	Journey Level	\$36.50	<u>7B</u>	<u>1N</u>	
Whitman	<u>Divers & Tenders</u>	Diver	\$73.34	<u>5A</u>	<u>1B</u>	<u>8A</u>
Whitman	<u>Divers & Tenders</u>	Diver on Standby	\$42.59	<u>5A</u>	<u>1B</u>	
Whitman	<u>Divers & Tenders</u>	Diver Tender	\$41.59	<u>5A</u>	<u>1B</u>	
Whitman	<u>Divers & Tenders</u>	Diving Master	\$50.24	<u>5A</u>	<u>1B</u>	
Whitman	<u>Divers & Tenders</u>	Surface RCV & ROV Operator	\$41.59	<u>5A</u>	<u>1B</u>	
Whitman	<u>Divers & Tenders</u>	Surface RCV & ROV Operator Tender	\$39.84	<u>5A</u>	<u>1B</u>	
Whitman	<u>Dredge Workers</u>	Assistant Engineer	\$47.09	<u>5D</u>	<u>1N</u>	<u>8D</u>
Whitman	<u>Dredge Workers</u>	Assistant Mate(deckhand)	\$46.58	<u>5D</u>	<u>1N</u>	<u>8D</u>
Whitman	<u>Dredge Workers</u>	Boatmen	\$47.09	<u>5D</u>	<u>1N</u>	<u>8D</u>
Whitman	<u>Dredge Workers</u>	Engineer Oiler	\$47.14	<u>5D</u>	<u>1N</u>	<u>8D</u>
Whitman	<u>Dredge Workers</u>	Leverman, Hydraulic	\$48.71	<u>5D</u>	<u>1N</u>	<u>8D</u>
Whitman	<u>Dredge Workers</u>	Maintenance	\$46.58	<u>5D</u>	<u>1N</u>	<u>8D</u>
Whitman	<u>Dredge Workers</u>	Mates	\$47.09	<u>5D</u>	<u>1N</u>	<u>8D</u>
Whitman	<u>Dredge Workers</u>	Oiler	\$46.58	<u>5D</u>	<u>1N</u>	<u>8D</u>
Whitman	<u>Drywall Applicator</u>	Journey Level	\$37.90	<u>5A</u>	<u>1B</u>	<u>8N</u>
Whitman	<u>Drywall Tapers</u>	Journey Level	\$21.03		<u>1</u>	
Whitman	<u>Electrical Fixture Maintenance</u>	Journey Level	\$8.67		<u>1</u>	

	Workers				
Whitman	<u>Electricians - Inside</u>	Journeyman	\$42.96	<u>7G</u>	<u>1E</u>
Whitman	<u>Electricians - Motor Shop</u>	Craftsman	\$15.37		<u>1</u>
Whitman	<u>Electricians - Motor Shop</u>	Journey Level	\$14.69		<u>1</u>
Whitman	<u>Electricians - Powerline Construction</u>	Cable Splicer	\$63.04	<u>5A</u>	<u>4A</u>
Whitman	<u>Electricians - Powerline Construction</u>	Certified Line Welder	\$57.61	<u>5A</u>	<u>4A</u>
Whitman	<u>Electricians - Powerline Construction</u>	Groundperson	\$41.06	<u>5A</u>	<u>4A</u>
Whitman	<u>Electricians - Powerline Construction</u>	Head Groundperson	\$43.33	<u>5A</u>	<u>4A</u>
Whitman	<u>Electricians - Powerline Construction</u>	Heavy Line Equipment Operator	\$57.61	<u>5A</u>	<u>4A</u>
Whitman	<u>Electricians - Powerline Construction</u>	Jackhammer Operator	\$43.33	<u>5A</u>	<u>4A</u>
Whitman	<u>Electricians - Powerline Construction</u>	Journey Level Lineperson	\$57.61	<u>5A</u>	<u>4A</u>
Whitman	<u>Electricians - Powerline Construction</u>	Line Equipment Operator	\$48.64	<u>5A</u>	<u>4A</u>
Whitman	<u>Electricians - Powerline Construction</u>	Pole Sprayer	\$57.61	<u>5A</u>	<u>4A</u>
Whitman	<u>Electricians - Powerline Construction</u>	Powderperson	\$43.33	<u>5A</u>	<u>4A</u>
Whitman	<u>Electronic Technicians</u>	Journey Level	\$20.80		<u>1</u>
Whitman	<u>Elevator Constructors</u>	Mechanic	\$72.01	<u>7D</u>	<u>4A</u>
Whitman	<u>Elevator Constructors</u>	Mechanic In Charge	\$78.13	<u>7D</u>	<u>4A</u>
Whitman	<u>Fabricated Precast Concrete Products</u>	Journey Level - In-Factory Work Only	\$9.96		<u>1</u>
Whitman	<u>Fence Erectors</u>	Fence Erector	\$17.29		<u>1</u>
Whitman	<u>Flaggers</u>	Journey Level	\$31.01	<u>7B</u>	<u>1M</u>
Whitman	<u>Glaziers</u>	Journey Level	\$15.63		<u>1</u>
Whitman	<u>Heat & Frost Insulators And Asbestos Workers</u>	Journey Level	\$22.73		<u>1</u>
Whitman	<u>Heating Equipment Mechanics</u>	Journey Level	\$22.34		<u>1</u>
Whitman	<u>Hod Carriers & Mason Tenders</u>	Journey Level	\$34.24	<u>7B</u>	<u>1M</u>
Whitman	<u>Industrial Engine And Machine Mechanics</u>	Journey Level	\$15.65		<u>1</u>
Whitman	<u>Industrial Power Vacuum Cleaner</u>	Journey Level	\$9.24		<u>1</u>
Whitman	<u>Inland Boatmen</u>	Journey Level	\$8.67		<u>1</u>
Whitman	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>
Whitman	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Grout Truck Operator	\$11.48		<u>1</u>
Whitman	<u>Inspection/Cleaning/Sealing Of</u>	Head Operator	\$12.78		<u>1</u>

	Sewer & Water Systems By Remote Control					
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$8.67		<u>1</u>	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		<u>1</u>	
Whitman	Insulation Applicators	Journey Level	\$37.90	<u>5A</u>	<u>1B</u>	<u>8N</u>
Whitman	Ironworkers	Journeyman	\$50.69	<u>7N</u>	<u>1O</u>	
Whitman	Laborers	Air And Hydraulic Track Drill	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Asphalt Raker	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Asphalt Roller, Walking	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Brick Pavers	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Brush Hog Feeder	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Brush Machine	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Caisson Worker, Free Air	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Carpenter Tender	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Cement Finisher Tender	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Cement Handler	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Chain Saw Operator & Faller	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Clean-up Laborer	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Compaction Equipment	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Concrete Crewman	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Concrete Saw, Walking	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Concrete Signalman	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Concrete Stack	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Confined Space Attendant	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Crusher Feeder	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Demolition	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Demolition Torch	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Dope Pot Fireman, Non-mechanical	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Driller Helper (when Required To Move & Position Machine)	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Drills With Dual Masts	\$33.93	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Dry Stack Walls	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Dumpman	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Erosion Control Laborer	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$31.01	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Firewatch	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Form Cleaning Machine Feeder, Stacker	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	Laborers	Form Setter, Paving	\$33.38	<u>7B</u>	<u>1M</u>	

Whitman	<u>Laborers</u>	General Laborer	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Grade Checker	\$35.64	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Grout Machine Header Tender	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Guard Rail	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Gunite	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$33.93	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Hazardous Waste Worker (level D)	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Hdpe Or Similar Liner Installer	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	High Scaler	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Jackhammer Operator Miner, Class "b"	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Laser Beam Operator	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Miner, Class "a"	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Miner, Class "c"	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Miner, Class "d"	\$33.93	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Monitor Operator, Air Track Or Similar Mounting	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Mortar Mixer	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Nipper	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Nozzleman	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Pavement Breaker, 90 Lbs. & Over	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Pavement Breaker, Under 90 Lbs.	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Pipelaye	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Pipelaye, Corrugated Metal Culvert And Multi-plate	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Pipewrapper	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Plasterer Tenders	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Pot Tender	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Powderman	\$35.30	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Powderman Helper	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Power Buggy Operator	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Power Tool Operator, Gas, Electric, Pneumatic	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Railroad Equipment, Power Driven, Except Dual Mobile	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Railroad Power Spiker Or Puller, Dual Mobile	\$33.38	<u>7B</u>	<u>1M</u>	

Whitman	<u>Laborers</u>	Remote Equipment Operator	\$33.93	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Remote Equipment Operator (i.e. Compaction And Demolition)	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Rigger/signal Person	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Riprap Person	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Rodder & Spreader	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Sandblast Tailhoseman	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Scaffold Erector, Wood Or Steel	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Stake Jumper	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Structural Mover	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Tailhoseman (water Nozzle)	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Timber Bucker & Faller (by Hand)	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Track Laborer (rr)	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Trencher, Shawnee	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Trenchless Technology Technician	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Truck Loader	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Tugger Operator	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Vibrators, All	\$33.65	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Wagon Drills	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Water Pipe Liner	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$33.93	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Well-point Person	\$33.11	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers</u>	Wheelbarrow, Power Driven	\$33.38	<u>7B</u>	<u>1M</u>	
Whitman	<u>Laborers - Underground Sewer & Water</u>	All Classifications	\$24.26		<u>1</u>	
Whitman	<u>Landscape Construction</u>	Irrigation Or Lawn Sprinkler Installers	\$8.67		<u>1</u>	
Whitman	<u>Landscape Construction</u>	Landscape Equipment Operators Or Truck Drivers	\$8.67		<u>1</u>	
Whitman	<u>Landscape Construction</u>	Landscaping Or Planting Laborers	\$8.67		<u>1</u>	
Whitman	<u>Lathers</u>	Journey Level	\$37.90	<u>5A</u>	<u>1B</u>	<u>8N</u>
Whitman	<u>Marble Setters</u>	Journey Level	\$40.03	<u>5A</u>	<u>1M</u>	
Whitman	<u>Metal Fabrication (In Shop)</u>	Fitter	\$12.76		<u>1</u>	
Whitman	<u>Metal Fabrication (In Shop)</u>	Laborer	\$8.67		<u>1</u>	
Whitman	<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$12.66		<u>1</u>	
Whitman	<u>Metal Fabrication (In Shop)</u>	Painter	\$10.20		<u>1</u>	
Whitman	<u>Metal Fabrication (In Shop)</u>	Welder	\$12.76		<u>1</u>	
Whitman	<u>Millwright</u>	Journey Level	\$43.84	<u>5A</u>	<u>1B</u>	<u>8N</u>
Whitman	<u>Modular Buildings</u>	Journey Level	\$8.67		<u>1</u>	
Whitman	<u>Painters</u>	Journeyman	\$28.12	<u>6Z</u>	<u>1W</u>	

Whitman	<u>Pile Driver</u>	Journey Level	\$38.84	<u>5A</u>	<u>1B</u>	<u>8N</u>
Whitman	<u>Plasterers</u>	Journey Level	\$36.33	<u>7K</u>	<u>1N</u>	
Whitman	<u>Playground & Park Equipment Installers</u>	Journey Level	\$8.67		<u>1</u>	
Whitman	<u>Plumbers & Pipefitters</u>	Journey Level	\$55.35	<u>7E</u>	<u>1J</u>	
Whitman	<u>Power Equipment Operators</u>	Journey Level	\$17.00		<u>1</u>	
Whitman	<u>Power Equipment Operators-Underground Sewer & Water</u>	Journey Level	\$28.54		<u>1</u>	
Whitman	<u>Power Line Clearance Tree Trimmers</u>	Journey Level In Charge	\$41.95	<u>5A</u>	<u>4A</u>	
Whitman	<u>Power Line Clearance Tree Trimmers</u>	Spray Person	\$39.83	<u>5A</u>	<u>4A</u>	
Whitman	<u>Power Line Clearance Tree Trimmers</u>	Tree Equipment Operator	\$40.36	<u>5A</u>	<u>4A</u>	
Whitman	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer	\$37.53	<u>5A</u>	<u>4A</u>	
Whitman	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer Groundperson	\$28.35	<u>5A</u>	<u>4A</u>	
Whitman	<u>Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$17.34		<u>1</u>	
Whitman	<u>Residential Brick Mason</u>	Journey Level	\$40.03	<u>5A</u>	<u>1M</u>	
Whitman	<u>Residential Carpenters</u>	Journey Level	\$14.30		<u>1</u>	
Whitman	<u>Residential Cement Masons</u>	Journey Level	\$12.57		<u>1</u>	
Whitman	<u>Residential Drywall Applicators</u>	Journey Level	\$19.85		<u>1</u>	
Whitman	<u>Residential Drywall Tapers</u>	Journey Level	\$21.03		<u>1</u>	
Whitman	<u>Residential Electricians</u>	Journey Level	\$16.28		<u>1</u>	
Whitman	<u>Residential Glaziers</u>	Journey Level	\$16.04		<u>1</u>	
Whitman	<u>Residential Insulation Applicators</u>	Journey Level	\$8.67		<u>1</u>	
Whitman	<u>Residential Laborers</u>	Journey Level	\$19.74		<u>1</u>	
Whitman	<u>Residential Marble Setters</u>	Journey Level	\$40.03	<u>5A</u>	<u>1M</u>	
Whitman	<u>Residential Painters</u>	Journey Level	\$11.08		<u>1</u>	
Whitman	<u>Residential Plumbers & Pipefitters</u>	Journey Level	\$16.97		<u>1</u>	
Whitman	<u>Residential Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$8.67		<u>1</u>	
Whitman	<u>Residential Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$14.66		<u>1</u>	
Whitman	<u>Residential Soft Floor Layers</u>	Journey Level	\$15.50		<u>1</u>	
Whitman	<u>Residential Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$8.67		<u>1</u>	
Whitman	<u>Residential Stone Masons</u>	Journey Level	\$40.03	<u>5A</u>	<u>1M</u>	
Whitman	<u>Residential Terrazzo Workers</u>	Journey Level	\$15.95		<u>1</u>	
Whitman	<u>Residential Terrazzo/Tile Finishers</u>	Journey Level	\$13.87		<u>1</u>	
Whitman	<u>Residential Tile Setters</u>	Journey Level	\$15.95		<u>1</u>	
Whitman	<u>Roofers</u>	Journey Level	\$33.57	<u>5I</u>	<u>1R</u>	

Whitman	<u>Roofers</u>	Using Irritable Bituminous Materials	\$35.57	<u>5I</u>	<u>1R</u>	
Whitman	<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$44.81	<u>6Z</u>	<u>1B</u>	
Whitman	<u>Shipbuilding & Ship Repair</u>	Journey Level	\$8.67		<u>1</u>	
Whitman	<u>Sign Makers & Installers (Electrical)</u>	Journey Level	\$13.91		<u>1</u>	
Whitman	<u>Sign Makers & Installers (Non-Electrical)</u>	Journey Level	\$13.91		<u>1</u>	
Whitman	<u>Soft Floor Layers</u>	Journey Level	\$15.79		<u>1</u>	
Whitman	<u>Solar Controls For Windows</u>	Journey Level	\$8.67		<u>1</u>	
Whitman	<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$47.50	<u>7J</u>	<u>1R</u>	
Whitman	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$13.23		<u>1</u>	
Whitman	<u>Stone Masons</u>	Journey Level	\$40.03	<u>5A</u>	<u>1M</u>	
Whitman	<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$14.00		<u>1</u>	
Whitman	<u>Surveyors</u>	Chain Person	\$9.25	<u>Null</u>	<u>1</u>	
Whitman	<u>Surveyors</u>	Instrument Person	\$12.05	<u>Null</u>	<u>1</u>	
Whitman	<u>Surveyors</u>	Party Chief	\$15.05	<u>Null</u>	<u>1</u>	
Whitman	<u>Telecommunication Technicians</u>	Journey Level	\$17.39		<u>1</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$34.20	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$18.72	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$32.78	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Special Aparatus Installer I	\$34.20	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Special Apparatus Installer II	\$33.51	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$34.21	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$31.81	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$31.81	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Television Groundperson	\$18.16	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Television Lineperson/Installer	\$24.09	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Television System Technician	\$28.72	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Television Technician	\$25.81	<u>5A</u>	<u>2B</u>	
Whitman	<u>Telephone Line Construction - Outside</u>	Tree Trimmer	\$31.82	<u>5A</u>	<u>2B</u>	
Whitman	<u>Terrazzo Workers</u>	Journey Level	\$31.90	<u>5A</u>	<u>1M</u>	

Whitman	<u>Tile Setters</u>	Journey Level	\$31.90	<u>5A</u>	<u>1M</u>	
Whitman	<u>Tile, Marble & Terrazzo Finishers</u>	Journey Level	\$27.82	<u>5A</u>	<u>1M</u>	
Whitman	<u>Traffic Control Stripers</u>	Journey Level	\$39.90	<u>7A</u>	<u>1K</u>	
Whitman	<u>Truck Drivers</u>	Asphalt Mix Over 20 Yards (E. WA-690)	\$35.66	<u>5D</u>	<u>1V</u>	<u>8M</u>
Whitman	<u>Truck Drivers</u>	Asphalt Mix To 20 Yards (E. WA - 690)	\$35.49	<u>5D</u>	<u>1V</u>	<u>8M</u>
Whitman	<u>Truck Drivers</u>	Dump Truck	\$19.45		<u>1</u>	
Whitman	<u>Truck Drivers</u>	Dump Truck And Trailer	\$19.45		<u>1</u>	
Whitman	<u>Truck Drivers</u>	Other Trucks	\$27.84		<u>1</u>	
Whitman	<u>Truck Drivers</u>	Transit Mixer	\$17.75		<u>1</u>	
Whitman	<u>Well Drillers & Irrigation Pump Installers</u>	Irrigation Pump Installer	\$13.92		<u>1</u>	
Whitman	<u>Well Drillers & Irrigation Pump Installers</u>	Oiler	\$9.20		<u>1</u>	
Whitman	<u>Well Drillers & Irrigation Pump Installers</u>	Well Driller	\$18.00		<u>1</u>	

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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.

- I. 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 ONE AND 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.

- L. 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.

- 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.

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- 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.
- 1. 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.
- T. 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. 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.
- 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.

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1. 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.

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.
 - K. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.
 - O. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

2. 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.
 - Y. ALL HOURS WORKED ON SATURDAYS (EXCEPT FOR MAKE-UP DAYS) 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.
 - Z. ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, **EXCEPT** FOR COMMERCIAL, OCCUPIED BUILDINGS WHERE FLOOR COVERING WORK CANNOT BE PERFORMED IN THE REGULAR DAYTIME HOURS DUE TO OCCUPANCY. FOR SUCH OCCUPIED, COMMERCIAL BUILDINGS; THE EMPLOYEE MAY AGREE TO WORK BETWEEN THE HOURS OF 6:00 PM TO 6:00 AM MONDAY THROUGH SATURDAY MORNING AT 6:00 AM AT AN OVERTIME PAY RATE OF 10% OVER THE STRAIGHT TIME RATE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

3. 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.

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 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 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).
 - 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.
 - 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).
5.
 - S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).

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- 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).
- V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.
- 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, DAY 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).
- 6. Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY: PRESIDENTS' DAY.
- 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

BENEFIT CODE KEY - EFFECTIVE 08-31-2011 THRU 03-02-2012

-6-

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.
- 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.
- 7.
- 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.
- O. 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, THE DAY AFTER OR BEFORE CHRISTMAS DAY, AND THE EMPLOYEES BIRTHDAY. 11). 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.
- 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.

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
- 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
8. 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.

APPENDIX B

PROPOSAL

Bidder

To: Board of County Commissioners, Whitman County Courthouse, Colfax, WA 99111

Commissioners:

The undersigned hereby certify that they have examined the location of the GNAEDINGER QUARRY, C.R.C.P. No. 156 located in Section 35, Township 17 North, Range 45 East, W.M., and have read and thoroughly understand the plans, specifications and special provisions concerning the work described in this project.

The undersigned further understand the method by which payment will be made for said work, and hereby propose to undertake and complete the work described in this project, or as much thereof as can be completed with the monies available, in accordance with the said plans, specifications and special provisions and the following schedule of rates and prices:

SCHEDULE OF ITEMS

NOTE: Unit prices for all items (unless filled in by Contracting Agency), all extensions, and total amount of bid shall be shown. All entries must be in legible figures (not words) and typed or entered in ink.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	TOTAL PRICE
1.	Mobilization	1	L.S.	LUMP SUM	
2.	Furnish & Stockpile 3/4" Maintenance	32,000	Ton		
3.	Furnish & Stockpile 3/8" Chips	5,000	Ton		
4.	Furnish & Stockpile 1/4" Minus	3,000	Ton		
BASIS OF AWARD TOTAL: ITEMS 1-4					

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 call anonymity will be respected.

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 guarantee in the 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 **Whitman County.**
- PROPOSAL BOND** **In the amount of 5% of the Bid.**

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

FIRM NAME _____

ADDRESS _____

Washington Contractor's Registration Number

NOTE:

- (1) This proposal is not transferable and any alteration of the firm's name entered hereon without prior permission from the Whitman County Board of County Commissioners will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the Standard Specifications, re: "Preparation of Proposal".
- (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.
_____.



PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, that we, _____

of _____ as Principal, and the _____

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

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

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Whitman County within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

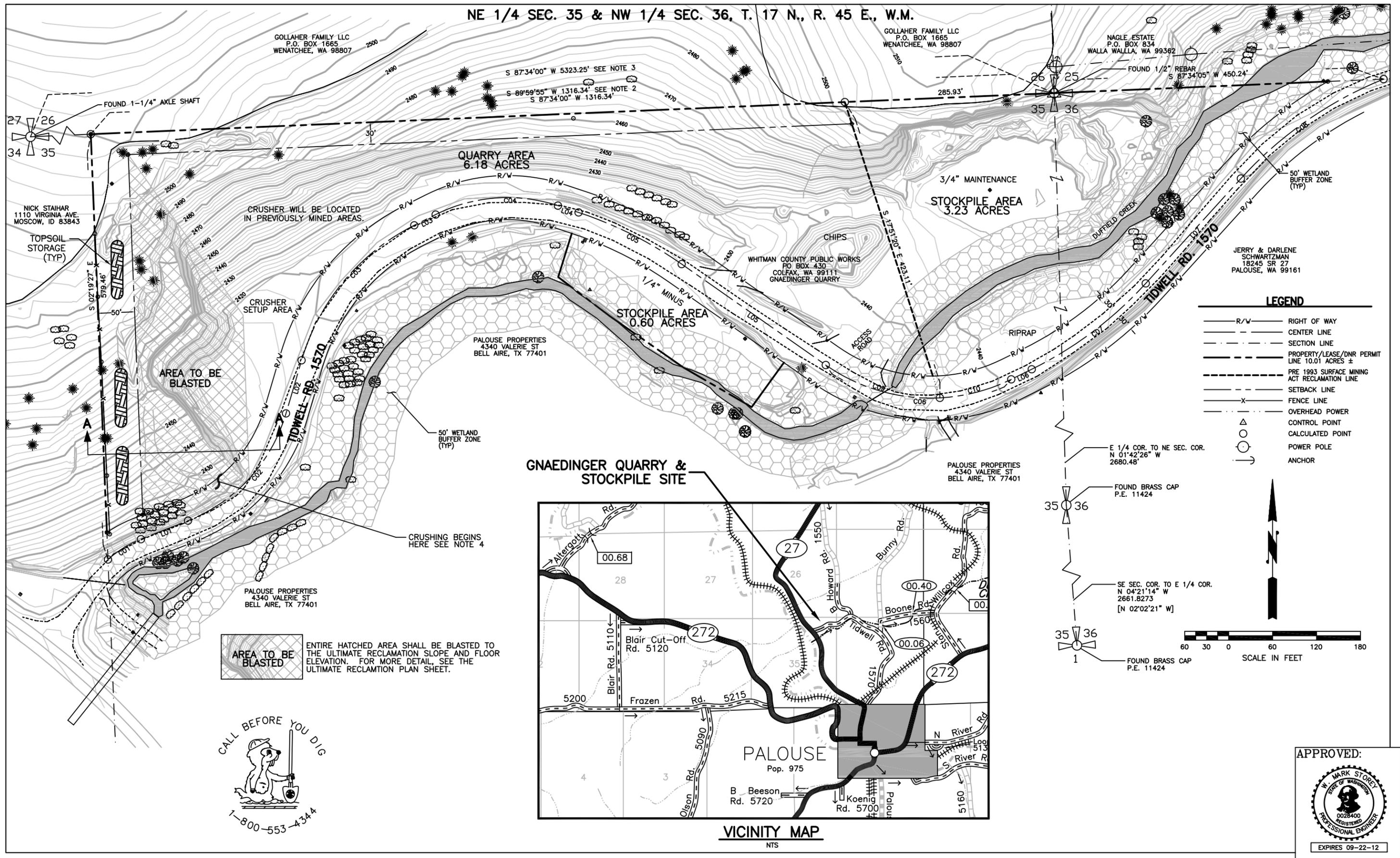
IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

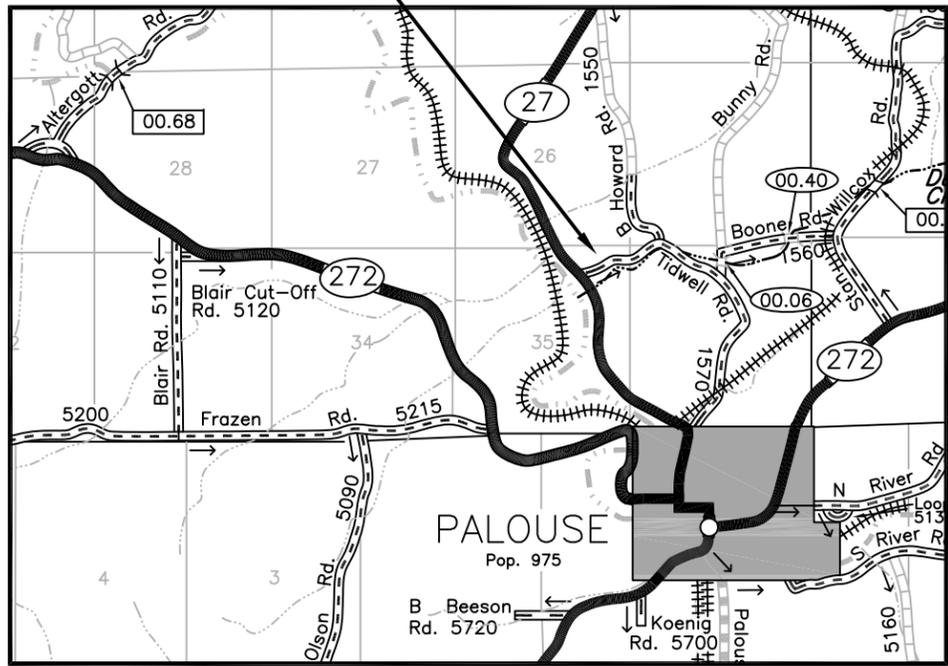
NE 1/4 SEC. 35 & NW 1/4 SEC. 36, T. 17 N., R. 45 E., W.M.



LEGEND

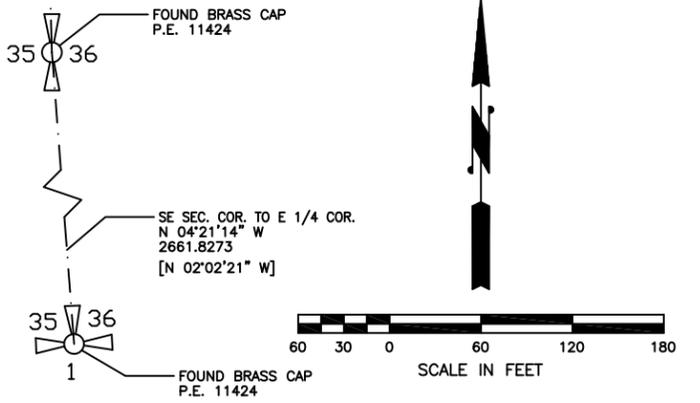
— R/W —	RIGHT OF WAY
—	CENTER LINE
- - -	SECTION LINE
- - - - -	PROPERTY/LEASE/DNR PERMIT LINE 10.01 ACRES ±
- - - - -	PRE 1993 SURFACE MINING ACT RECLAMATION LINE
- - - - -	SETBACK LINE
- x - x -	FENCE LINE
- - - - -	OVERHEAD POWER
△	CONTROL POINT
○	CALCULATED POINT
○	POWER POLE
—	ANCHOR

GNAEDINGER QUARRY & STOCKPILE SITE



VICINITY MAP
NTS

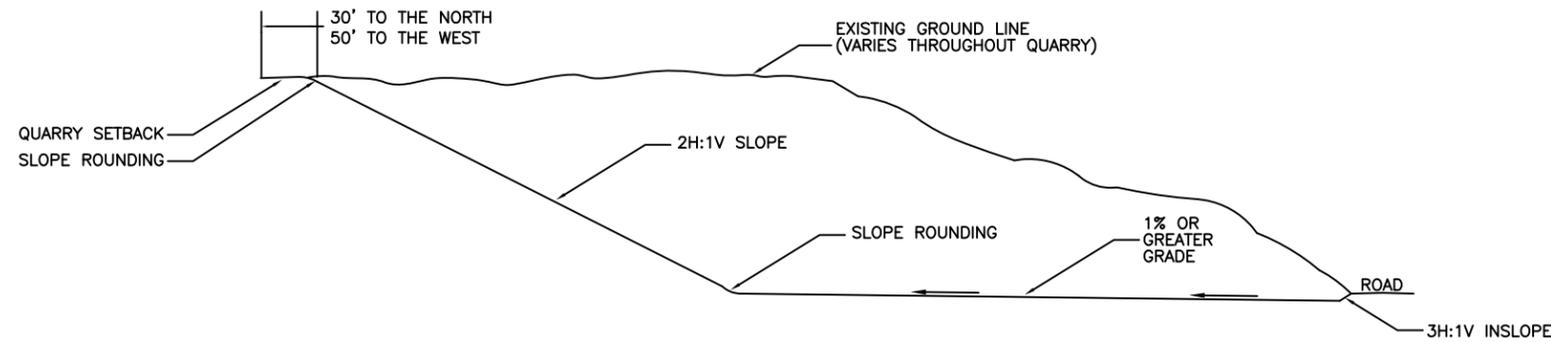
AREA TO BE BLASTED
ENTIRE HATCHED AREA SHALL BE BLASTED TO THE ULTIMATE RECLAMATION SLOPE AND FLOOR ELEVATION. FOR MORE DETAIL, SEE THE ULTIMATE RECLAMATION PLAN SHEET.



APPROVED:

 EXPIRES 09-22-12

Drawn By: J. MARSHALL Date: 09/2011 Designed By: J. MARSHALL Checked By: M. STOREY Date: 09/2011		SCALE HORIZONTAL: AS SHOWN VERTICAL: AS SHOWN	WHITMAN COUNTY ENGINEER 310 N. MAIN ST. COLFAX WA. 99111 (509) 397-6206	PLANS PREPARED UNDER THE DIRECTION OF: MARK STOREY, P.E. COUNTY ENGINEER Date: 09/2011	RECLAMATION SEQUENCE MAP GNAEDINGER QUARRY & STOCKPILE SITE DNR PERMIT NO. 12134	SHEET 1 OF 2
No.	Date	By	Ckd.	Appr.	Revision	



WALL & PIT FLOOR DETAIL SECTION A-A

LINE	LENGTH	BEARING
L01	69.15'	N 68°35'16" E
L02	75.34'	N 16°22'55" E
L03	32.67'	N 63°28'13" E
L04	29.67'	S 71°49'34" E
L05	239.97'	S 55°04'11" E
L06	31.18'	N 63°52'29" E
L07	193.00'	N 42°18'16" E

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C01	150.00'	53.05'	N 58°27'22" E	52.77'
C02	225.00'	205.01'	N 42°29'05" E	197.99'
C03	300.00'	246.55'	N 39°55'34" E	239.67'
C04	220.00'	171.65'	N 85°49'20" E	167.33'
C05	540.00'	157.93'	S 63°26'52" E	157.36'
C06	250.00'	266.41'	S 85°35'51" E	253.98'
C07	520.00'	195.77'	N 53°05'23" E	194.61'
C08	531.64'	239.25'	N 55°11'49" E	237.24'
C09	250.00'	165.03'	S 73°58'50" E	162.05'
C10	250.00'	101.38'	N 75°29'30" E	100.68'

NOTES:

- EXISTING DUFFIELD CREEK NOT TO BE DISTURBED. NO MINING OR STOCKPILING ACTIVITY IS PERMITTED WITHIN THE FIFTY FOOT WETLAND BUFFER ZONE.
- PREVIOUS BASIS OF BEARING FROM 02/1994 PRE-MINING TOPOGRAPHIC MAP GNAEDINGER QUARRY DNR PERMIT NO. 12134.
- PRESENT BASIS OF BEARING FROM W.S.P.C.S. - SOUTH ZONE THE NORTH LINE OF SEC. 35, T. 17 N., R. 45 E., W.M. BEARING S 87°34'00" W.
- THE CRUSHING SHALL BEGIN AS NOTED ON THE NORTH SIDE OF TIDWELL RD. AND PROCEED FROM SOUTH TO NORTH. CRUSHING THE ENTIRE SLOPE AT A 2H:1V FROM THE TOE, AT THE ULTIMATE RECLAMATION FLOOR ELEVATION, TO THE SETBACK LINE. THE ULTIMATE RECLAMATION FLOOR ELEVATION VARIES FROM 2412.00' TO 2450.00'. FOR MORE DETAILS, SEE THE ULTIMATE RECLAMATION PLAN SHEET.
- QUARRY OVERBURDEN WILL BE BERMED WITHIN THIRTY FEET OF THE QUARRY BOUNDARY TO THE SATISFACTION OF THE COUNTY ENGINEER, AND IS NOT AVAILABLE FOR USE BY THE CONTRACTOR IN AGGREGATE PRODUCTION. OVERBURDEN SHALL BE RESTORED TO THE SLOPES WHEN MINING IS COMPLETE.
- PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL SUBMIT A SIGN PLAN TO THE COUNTY ENGINEER FOR APPROVAL. THE CONTRACTOR MUST PROVIDE, ERECT AND MAINTAIN THE SIGNS FOR THE DURATION OF THE PROJECT, IN ACCORDANCE WITH THE APPROVED SIGN PLAN.
- THE CONTRACTOR SHALL PLAN OPERATIONS SO AS TO UTILIZE 100% OF THE OVERSIZE MATERIAL ENCOUNTERED WITHIN THE QUARRY. (SEE SPECIAL PROVISIONS)
- PROPOSED STOCKPILE SITES TO BE CLEARED AND LEVELED TO THE SATISFACTION OF THE COUNTY ENGINEER PRIOR TO STOCKPILING.
- MAINTENANCE OF ALL HAUL ROADS SHALL BE THE CONTRACTORS RESPONSIBILITY.
- A BLASTING PLAN (WHICH SHALL ALSO SHOW OVERBURDEN REMOVAL/STOCKPILING) SHALL BE SUBMITTED PRIOR TO DRILLING ACTIVITY, FOR APPROVAL BY THE COUNTY ENGINEER. 48 HOURS NOTICE OF BLASTING IS REQUIRED.
- AGGREGATE SHALL BE STOCKPILED WITHIN THE DESIGNATED AREA, AS DIRECTED BY THE COUNTY ENGINEER.
- NO EQUIPMENT SHALL COME WITHIN 27.00' OF THE POWER LINES.
- STOCKPILE SURFACES SHALL HAVE 27.00' MINIMUM CLEARANCE FROM ALL POWER LINES AND POWER POLES.
- ALL SLOPE INTERSECTIONS SHALL BE ROUNDED TO NATURAL APPEARANCE.
- CONTRACTOR SHALL HAVE A REPRESENTATIVE AVAILABLE TO TRAIN COUNTY PERSONNEL FOR MSHA SITE HAZARD AWARENESS TRAINING WHEN REQUIRED.
- STOCKPILE ACCESS RAMPS MUST BE MAINTAINED FOR COUNTY USE.



APPROVED:



EXPIRES 09-22-12