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CONTRACT PROVISIONS AND PLANS

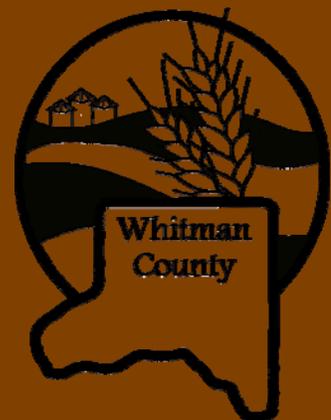
FOR AGGREGATE PRODUCTION AT:

**REPP QUARRY
C.R.C.P. No. 161**

**UNION CENTER QUARRY
C.R.C.P. No. 162**

**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

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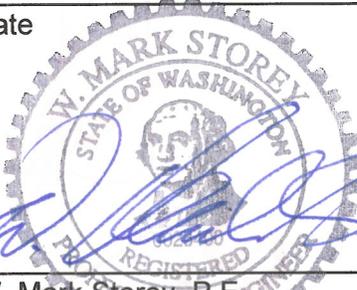
NOTICE TO ALL PLAN HOLDERS

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: \$40.00 (Non-Refundable)

APPROVED:

1-5-2015
Date


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

EXPIRES 9-30-2016

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INTRODUCTION

JANUARY 6, 2014

The following Amendments and Special Provisions shall be used in conjunction with the 2014 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 1-01, DEFINITIONS AND TERMS

AUGUST 4, 2014

1-01.3 Definitions

The definition for "**Engineer**" is revised to read:

The Contracting Agency's representative who directly supervises the engineering and administration of a construction Contract.

The definition for "**Inspector**" is revised to read:

The Engineer's representative who inspects Contract performance in detail.

The definition for "**Project Engineer**" is revised to read:

Same as Engineer.

The definition for "**Working Drawings**" is revised to read:

Drawings, plans, diagrams, or any other supplementary data or calculations, including a schedule of submittal dates for Working Drawings where specified, which the Contractor must submit to the Engineer.

SECTION 1-02, BID PROCEDURES AND CONDITIONS

APRIL 7, 2014

1-02.8(1) Noncollusion Declaration

The third paragraph is revised to read:

Therefore, by including the Non-collusion Declaration as part of the signed bid Proposal, the Bidder is deemed to have certified and agreed to the requirements of the Declaration.

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

MARCH 3, 2014

1-03.4 Contract Bond

The last word of item 3 is deleted.

Item 4 is renumbered to 5.

The following is inserted after item 3 (after the preceding Amendments are applied):

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

SECTION 1-04, SCOPE OF WORK

AUGUST 4, 2014

1-04.4 Changes

In the third paragraph, item number 1 and 2 are revised to read:

- a. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- b. When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. For the purpose of this Section, an item of Work will be defined as any item that qualifies for adjustment under the provisions of Section 1-04.6.

The last two paragraphs are deleted.

This section is supplemented with the following new subsections:

1-04.4(2) Value Engineering Change Proposal (VECP)

1-04.4(2)A General

A VECP is a Contractor proposed change to the Contract Provisions which will accomplish the projects functional requirements in a manner that is equal to or better than the requirements in the Contract. The VECP may be: (1) at a less cost or time, or (2) either no cost savings or a minor increase in cost with a reduction in Contract time. The net savings or added costs to the Contract Work are shared by the Contractor and Contracting Agency.

The Contractor may submit a VECP for changing the Plans, Specifications, or other requirements of the Contract. The Engineer's decision to accept or reject all or part of the proposal is final and not subject to arbitration under the arbitration clause or otherwise subject to litigation.

The VECP shall meet all of the following:

1. Not adversely affect the long term life cycle costs.
2. Not adversely impact the ability to perform maintenance.
3. Provide the required safety and appearance.

4. Provide substitution for deleted or reduced Disadvantaged Business Enterprise Condition of Award Work, Apprentice Utilization and Training.

VECPs that provide a time reduction shall meet the following requirements:

1. Time saving is a direct result of the VECP.
2. Liquidated damages penalties are not used to calculate savings.
3. Administrative/overhead cost savings experienced by either the Contractor or Contracting Agency as a result of time reduction accrue to each party and are not used to calculate savings.

1-04.4(2)B VECP Savings

1-04.4(2)B1 Proposal Savings

The incentive payment to the Contractor shall be one-half of the net savings of the proposal calculated as follows:

1. $(\text{gross cost of deleted work}) - (\text{gross cost of added work}) = (\text{gross savings})$
2. $(\text{gross savings}) - (\text{Contractor's engineering costs}) - (\text{Contracting Agency's costs}) = (\text{net savings})$
3. $(\text{net savings}) / 2 = (\text{incentive pay})$

The Contracting Agency's costs shall be the actual consultant costs billed to the Contracting Agency and in-house costs. Costs for personnel assigned to the Engineer's office shall not be included.

1-04.4(2)B2 Added Costs to Achieve Time Savings

The cost to achieve the time savings shall be calculated as follows:

1. $(\text{cost of added work}) + (\text{Contractor's engineering costs}) - (\text{Contracting Agency's engineering costs}) = (\text{cost to achieve time savings})$
2. $(\text{cost to achieve time savings}) / 2 = (\text{Contracting Agency's share of added cost})$

If the timesaving proposal also involves deleting work and, as a result, creates a savings for the Contracting Agency, then the Contractor shall also receive one-half of the savings realized through the deletion.

1-04.4(2)C VECP Approval

1-04.4(2)C1 Concept Approval

The Contractor shall submit a written proposal to the Engineer for consideration. The proposal shall contain the following information:

1. An explanation outlining the benefit provided by the change(s).

2. A narrative description of the proposed change(s). If applicable, the discussion shall include a demonstration of functional equivalency or a description of how the proposal meets the original contract scope of work.
3. A cost discussion estimating any net savings. Savings estimates will generally follow the outline below under the section, "Proposal Savings".
4. A statement providing the Contracting Agency with the right to use all or any part of the proposal on future projects without future obligation or compensation.
5. A statement acknowledging and agreeing that the Engineer's decision to accept or reject all or part of the proposal is final and not subject to arbitration under the arbitration clause or otherwise be subject to claims or disputes.
6. A statement giving the dates the Engineer must make a decision to accept or reject the conceptual proposal, the date that approval to proceed must be received, and the date the work must begin in order to not delay the contract. If the Contracting Agency does not approve the VECP by the date specified by the Contractor in their proposal the VECP will be deemed rejected.
7. The submittal will include an analysis on other Work that may have costs that changed as a result of the VECP. Traffic control and erosion control shall both be included in addition to any other impacted Work.

After review of the proposal, the Engineer will respond in writing with acceptance or rejection of the concept. This acceptance shall not be construed as authority to proceed with any change contract work. Concept approval allows the Contractor to proceed with the Work needed to develop final plans and other information to receive formal approval and to support preparation of a change order.

1-04.4(2)C2 Formal Approval

The Contractor's submittal to the Engineer for formal approval shall include the following:

1. Deleted Work – Include the calculated quantities of unit price Work to be deleted. Include the proposed partial prices for portions of lump sum Work deleted. For deletion of force account items include the time and material estimates.
2. Added Work – Include the calculated quantities of unit price Work to be added, either by original unit Contract prices or by new, negotiated unit prices. For new items of Work include the quantities and proposed prices.
3. Contractor's Engineering Costs – Submit the labor costs for the engineering to develop the proposal; costs for Contractor employees utilized in contract operations on a regular basis shall not be included.
4. Schedule Analysis – If the VECP is related to time savings, the Contractor shall submit a partial progress schedule showing the changed Work. The submittal shall also include a discussion comparing the partial progress schedule with the approved progress schedule for the project.

5. Working Drawings – Type 3 Working Drawings shall be submitted; those drawings which require engineering shall be a Type 3E.

Formal approval of the proposal will be documented by issuance of a change order. The VECP change order will contain the following statements which the Contractor agrees to by signing the change order:

1. The Contractor accepts design risk of all features, both temporary and permanent, of the changed Work.
2. The Contractor accepts risk of constructability of the changed Work.
3. The Contractor provides the Contracting Agency with the right to use all or any part of the proposal on future projects without further obligation or compensation.

VECP change orders will contain separate pay items for the items that are applicable to the Proposal. These are as follows:

1. Deleted Work.
2. Added Work.
3. The Contractor's engineering costs, reimbursed at 100 percent of the Contractor's cost.
4. Incentive payment to the Contractor.

When added Work costs exceed Deleted Work costs, but time savings make a viable proposal, then items 3 and 4 above are replaced with the following:

3. The Contracting Agency's share of added cost to achieve time savings.
4. The Contractor's share of savings from deleted Work.

1-04.4(2)C3 Authority to Proceed with Changed Work

The authority for the Contractor to proceed with the VECP Work will be provided by one of the following options:

1. Execution of the VECP change order, or
2. At the Contractor's request the Contracting Agency may provide approval by letter from the Engineer for the Work to proceed prior to execution of a change order. All of the risk for proceeding with the VECP shall be the responsibility of the Contractor. Additionally, the following criteria are required to have been met:
 - a) Concept approval has been granted by the Contracting Agency.
 - b) All design reviews and approvals have been completed, including plans and specifications.

- c) The Contractor has guaranteed, in writing, the minimum savings to the Contracting Agency.

SECTION 1-05, CONTROL OF WORK

AUGUST 4, 2014

1-05.1 Authority of the Engineer

In this section, "Project Engineer" is revised to read "Engineer".

The second paragraph (up until the colon) is revised to read:

The Engineer's decisions will be final on all questions including the following:

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

The Engineer represents the Contracting Agency with full authority to enforce Contract requirements.

1-05.2 Authority of Assistants and Inspectors

The first paragraph is revised to read:

The Engineer may appoint assistants and Inspectors to assist in determining that the Work and materials meet the Contract requirements. Assistants and Inspectors have the authority to reject defective material and suspend Work that is being done improperly, subject to the final decisions of the Engineer.

In the third paragraph, "Project Engineer" is revised to read "Engineer".

1-05.3 Plans and Working Drawings

This section's title is revised to read:

Working Drawings

This section is revised to read:

The Contract may require the Contractor to submit Working Drawings for the performance of the Work. Working Drawings shall be submitted by the Contractor electronically to the Engineer in PDF format; drawing details shall be prepared in accordance with conventional detailing practices. If the PDF format is found to be unacceptable, at the request of the Engineer, the Contractor shall provide paper copies of the Working Drawings with drawings on 11 by 17 inch sheets and calculations/text on 8½ by 11 inch sheets.

Working Drawings will be classified under the following categories:

1. **Type 1** – Submitted for Contracting Agency information. Submittal must be received by the Contracting Agency a minimum of 7 calendar days before work represented by the submittal begins.
2. **Type 2** – Submitted for Contracting Agency review and comment. Unless otherwise stated in the Contract, the Engineer will require up to 20 calendar days from the date the Working Drawing is received until it is returned to the Contractor. The Contractor

shall not proceed with the Work represented by the Working Drawing until comments from the Engineer have been addressed.

3. **Type 2E** – Same as a Type 2 Working Drawing with Engineering as described below.
4. **Type 3** – Submitted for Contracting Agency review and approval. Unless otherwise stated in the Contract, the Engineer will require up to 30 calendar days from the date the Working Drawing is received until it is returned to the Contractor. The Contractor shall obtain the Engineer's written approval before proceeding with the Work represented by the Working Drawing.
5. **Type 3E** – Same as a Type 3 Working Drawing with Engineering as described below.

All Working Drawings shall be considered Type 3 Working Drawings except as specifically noted otherwise in the Contract. Unless designated otherwise by the Contractor, submittals of Working Drawings will be reviewed in the order they are received by the Engineer. In the event that several Working Drawings are received simultaneously, the Contractor shall specify the sequence in which they are to be reviewed. If the Contractor does not submit a review sequence for simultaneous Working Drawing submittals, the review sequence will be at the Engineer's discretion.

Working Drawings requiring Engineering, Type 2E and 3E, shall be prepared by (or under the direction of) a Professional Engineer, licensed under Title 18 RCW, State of Washington, and in accordance with WAC 196-23-020. Design calculations shall carry the Professional Engineer's signature and seal, date of signature, and registration number on the cover page. The cover page shall also include the Contract number, Contract title and sequential index to calculation page numbers.

If more than the specified number of days is required for the Engineer's review of any individual Working Drawing or resubmittal, an extension of time will be considered in accordance with Section 1-08.8.

Review or approval of Working Drawings shall neither confer upon the Contracting Agency nor relieve the Contractor of any responsibility for the accuracy of the drawings or their conformity with the Contract. The Contractor shall bear all risk and all costs of any Work delays caused by rejection or nonapproval of Working Drawings.

Unit Bid prices shall cover all costs of Working Drawings.

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

JANUARY 6, 2014

1-07.2 State Taxes

This section is revised to read:

The Washington State Department of Revenue has issued special rules on the state sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

The Contracting Agency may deduct from its payments to the Contractor, retainage or lien the bond, in the amount the Contractor owes the State Department of Revenue, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf. For additional information on tax rates and application refer to applicable RCWs, WACs or the Department of Revenue's website.

1-07.2(1) State Sales Tax: Work Performed on City, County, or Federally-Owned Land

This section including title is revised to read:

1-07.2(1) State Sales Tax: WAC 458-20-171 – Use Tax

For Work designated as Rule 171, **Use Tax**, the Contractor shall include for compensation the amount of any taxes paid in the various unit Bid prices or other Contract amounts. Typically, these taxes are collected on materials incorporated into the project and items such as the purchase or rental of; tools, machinery, equipment, or consumable supplies not integrated into the project.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to **Use Tax** under Section 1-07.2(1).

1-07.2(2) State Sales Tax: Work on State-Owned or Private Land

This section including title is revised to read:

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

For Work designated as Rule 170, **Retail Sales Tax**, the Contractor shall collect from the Contracting Agency, **Retail Sales Tax** on the full Contract price. The Contracting Agency will automatically add this **Retail Sales Tax** to each payment to the Contractor and for this reason; the Contractor shall not include the **Retail Sales Tax** in the unit Bid prices or in any other Contract amount. However, the Contracting Agency will not provide additional compensation to the Prime Contractor or Subcontractor for **Retail Sales Taxes** paid by the Contractor in addition to the **Retail Sales Tax** on the total contract amount. Typically, these taxes are collected on items such as 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 prices or in any other Contract amounts.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to **Retail Sales Tax** under Section 1-07.2(2).

1-07.2(3) Services

This section is revised to read:

Any contract wholly for professional or other applicable services is generally not subject to **Retail Sales Tax** and therefore the Contractor shall not collect **Retail Sales Tax** from the Contracting Agency on those Contracts. Any incidental taxes paid as part of providing the services shall be included in the payments under the contract.

SECTION 1-08, PROSECUTION AND PROGRESS

MAY 5, 2014

1-08.1 Subcontracting

The eighth paragraph is revised to read:

On all projects, the Contractor shall certify to the actual amounts paid to Disadvantaged, Minority, Women's, or Small Business Enterprise firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This Certification shall be submitted to the Project Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the contract using the application available at: <https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation>. The monthly report is due 20 calendar days following the end of the month. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

The ninth paragraph is deleted.

SECTION 1-10, TEMPORARY TRAFFIC CONTROL

AUGUST 4, 2014

1-10.1(1) Materials

The following material reference is deleted from this section:

Barrier Drums 9-35.8

1-10.1(2) Description

The first paragraph is revised to read:

The Contractor shall provide flaggers, and all other personnel required for labor for traffic control activities and not otherwise specified as being furnished by the Contracting Agency.

1-10.2(1) General

In the third paragraph, the first two sentences are revised to read:

The primary and alternate TCS shall be certified by one of the organizations listed in the Special Provisions. Possession of a current Washington State TCS card and flagging card by the primary and alternate TCS is mandatory.

1-10.2(1)B Traffic Control Supervisor

The first paragraph is revised to read:

A Traffic Control Supervisor (TCS) shall be present on the project whenever flagging or other traffic control labor is being utilized or less frequently, as authorized by the Engineer.

The last paragraph is revised to read:

The TCS may perform the Work described in Section 1-10.3(1)A Flaggers or in Section 1-10.3(1)B Other Traffic Control Labor and be compensated under those Bid items, provided that the duties of the TCS are accomplished.

1-10.2(2) Traffic Control Plans

The first paragraph is revised to read:

The traffic control plan or plans appearing in the Contract documents show a method of handling vehicle, bicycle, and pedestrian traffic. All construction signs, flaggers, and other traffic control devices are shown on the traffic control plan(s) except for emergency

situations. If the Contractor proposes adding the use of flaggers to a plan, this will constitute a modification requiring approval by the Engineer. The modified plans shall show locations for all the required advance warning signs and a safe, protected location for the flagging station. If flagging is to be performed during hours of darkness, the plan shall include appropriate illumination for the flagging station.

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

Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, and other traffic control devices required to support the Work.

1-10.2(3) Conformance to Established Standards

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

The National Cooperative Highway Research Project (NCHRP) Report 350 and the AASHTO Manual for Assessing Safety Hardware (MASH) have established requirements for crash testing.

In the third paragraph, "NCHRP 350" is revised to read "NCHRP 350 or MASH".

In the fourth paragraph, "NCHRP 350" is revised to read "NCHRP 350 or MASH".

In the fifth paragraph, "NCHRP 350" is revised to read "NCHRP 350 or MASH".

1-10.3(1) Traffic Control Labor

The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations.

1-10.3(1)A Flaggers and Spotters

This section's title is revised to read:

Flaggers

The first paragraph is revised to read:

Flaggers shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown to the Contracting Agency upon request.

The last paragraph is deleted.

1-10.3(1)B Other Traffic Control Labor

This section is revised to read:

In addition to flagging duties, the Contractor shall provide personnel for all other traffic control procedures required by the construction operations and for the labor to install, maintain and remove any traffic control devices shown on Traffic Control Plans.

1-10.3(3)B Sequential Arrow Signs

This section is supplemented with the following:

A sequential arrow sign is required for all lane closure tapers on a multilane facility. A separate sequential arrow sign shall be used for each closed lane. The arrow sign shall not be used to laterally shift traffic. When used in the caution mode, the four corner mode shall be used.

1-10.3(3)C Portable Changeable Message Signs

This section is revised to read:

Where shown on an approved traffic control plan or where ordered by the Engineer, the Contractor shall provide, operate, and maintain portable changeable message signs (PCMS). A PCMS shall be placed behind a barrier or guardrail whenever possible, but shall at a minimum provide 4 ft. of lateral clearance to edge of travelled lane and be delineated by channelization devices. The Contractor shall remove the PCMS from the clear zone when not in use unless protected by barrier or guardrail.

1-10.3(3)F Barrier Drums

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

1-10.3(3)F Vacant

1-10.3(3)K Portable Temporary Traffic Control Signal

The fifth paragraph is revised to read:

The Project Engineer or designee will inspect the signal system at initial installation/operation and approve the signal timing. Final approval will be based on the results of the operational inspection.

1-10.4(2) Item Bids With Lump Sum for Incidentals

In the second paragraph, the first and second sentences are revised to read:

“Flaggers” will be measured by the hour. Hours will be measured for each flagging station, shown on an approved Traffic Control Plan, when that station is staffed in accordance with Section 1-10.3(1)A.

The first sentence of the last bulleted item in this section is revised to read:

Installing and removing Barricades, Traffic Safety Drums, Cones, Tubular Markers and Warning Lights and Flashers to carry out approved Traffic Control Plan(s).

1-10.5(2) Item Bids With Lump Sum for Incidentals

This section is deleted and replaced with the following:

“Traffic Control Supervisor”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.2(1)B.

“Pedestrian Traffic Control”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work for pedestrian traffic control defined in Section 1-10.

“Flaggers”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.3(1)A.

“Other Traffic Control Labor”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all labor costs incurred by the Contractor in performing the Work specified for this item in Section 1-10.4(2).

“Construction Signs Class A”, per square foot.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)A. In the event that “Do Not Pass” and “Pass With Care” signs must be left in place, a change order, as described in Section 1-04.4, will be required. When the Bid Proposal contains the item “Sign Covering”, then covering those signs indicated in the Contract will be measured and paid according to Section 8-21.

“Sequential Arrow Sign”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)B.

“Portable Changeable Message Sign”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for procuring all portable changeable message signs required for the project and for transporting these signs to and from the project.

“Transportable Attenuator”, per each.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)J except for costs compensated separately under the items “Operation of Transportable Attenuator” and “Repair Transportable Attenuator”.

“Operation of Transportable Attenuator”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for operating transportable attenuators on the project.

“Repair Transportable Attenuator”, by force account.

All costs of repairing or replacing transportable attenuators that are damaged by the motoring public while in use as shown on an approved Traffic Control Plan will be paid for by force account as specified in Section 1-09.6. To provide a common Proposal for all Bidders, the Contracting Agency has estimated the amount of force account for "Repair Transportable Attenuator" and has entered the amount in the Proposal to become a part of the total Bid by the Contractor. Transportable attenuators damaged due to the Contractor's operation or damaged in any manner when not in use shall be repaired or replaced by the Contractor at no expense to the Contracting Agency.

"Other Temporary Traffic Control", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10, and which costs are not compensated by one of the above-listed items.

"Portable Temporary Traffic Control Signal", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work as described in Section 1-10.3(3)K, including all costs for traffic control during manual control, adjustment, malfunction, or failure of the portable traffic control signals and during replacement of failed or malfunctioning signals.

SECTION 9-03, AGGREGATES

AUGUST 4, 2014

9-03.1(2)C Use of Substandard Gradings

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

Vacant

9-03.1(4)C Grading

In the second paragraph, the first sentence is deleted.

The third paragraph is deleted.

9-03.1(5)B Grading

The last paragraph is revised to read:

The Contracting Agency may sample each aggregate component prior to introduction to the weigh batcher or as otherwise determined by the Engineer. Each component will be sieve analyzed separately in accordance with WSDOT FOP for WAQTC/AASHTO Test Method T-27/11. All aggregate components will be mathematically re-combined by the proportions (percent of total aggregate by weight) provided by the Contractor on Concrete Mix Design Form 350-040.

9-03.8(1) General Requirements

The first paragraph up until the colon is revised to read:

Preliminary testing of aggregates for source approval shall meet the following test requirements:

The list in the first paragraph is supplemented with the following:

Sand Equivalent 45 min.

The following new paragraph is inserted after the first paragraph:

Aggregate sources that have 100 percent of the mineral material passing the No. 4 sieve shall be limited to no more than 5 percent of the total weight of aggregate.

9-03.14(3) Common Borrow

This section is revised to read:

Material for common borrow shall consist of granular or nongranular soil and/or aggregate which is free of deleterious material. Deleterious material includes wood, organic waste, coal, charcoal, or any other extraneous or objectionable material. The material shall not contain more than 3 percent organic material by weight. The plasticity index shall be determined using test method AASHTO T 89 and AASHTO T 90.

The material shall meet one of the options in the soil plasticity table below.

Soil Plasticity Table

Option	Sieve	Percent Passing	Plasticity Index
1	No. 200	0 - 12	N/A
2	No. 200	12.1 - 35	6 or Less
3	No. 200	Above 35	0

All percentages are by weight.

If requested by the Contractor, the plasticity index may be increased with the approval of the Engineer.

9-03.14(4) Gravel Borrow for Structural Earth Wall

In the second table, the row beginning with “pH” is revised to read:

pH	WSDOT Test Method T 417	4.5 - 9	5 – 10
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SECTION 9-35, TEMPORARY TRAFFIC CONTROL MATERIALS

AUGUST 4, 2014

9-35.0 General Requirements

The following item is deleted from the list of temporary traffic control materials:

Barrier Drums

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

Certification for crashworthiness according to NCHRP 350 or the Manual for Assessing Safety Hardware (MASH) will be required as described in Section 1-10.2(3).

9-35.2 Construction Signs

The first sentence is revised to read:

Construction signs shall conform to the requirements of the MUTCD and shall meet the requirements of NCHRP Report 350 for Category 2 devices or MASH.

9-35.7 Traffic Safety Drums

The third paragraph is revised to read:

Drums and light units shall meet the crashworthiness requirements of NCHRP 350 or MASH as described in Section 1-10.2(3).

9-35.8 Barrier Drums

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

9-35.8 Vacant

9-35.12 Transportable Attenuator

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

The Contractor shall provide certification that the transportable attenuator complies with NCHRP 350 Test level 3 or MASH Test Level 3 requirements.

9-35.13 Tall Channelizing Devices

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

The method of attachment must ensure that the light does not separate from the device upon impact and light units shall meet the crashworthiness requirements of NCHRP 350 or MASH as described in Section 1-10.2(3).

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

AUGUST 14, 2013 (APWA GSP) INTRO

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2012 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

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

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

DIVISION 1 GENERAL REQUIREMENTS

(WSDOT GSP) DIVISION1.GR1

DESCRIPTION OF WORK

(WSDOT GSP) DESWORK.GR1

LOCATION OF PROJECT

MAY 8, 1996 (WC GSP) LOCATION

The Repp Quarry and Stockpile Site is located in Sections 35 and 36, Township 18 North, Range 41 East, W.M., approximately 4½ miles south of St. John, Washington. The Union Center Quarry and Stockpile Site is located in Section 36, Township 15 North, Range 43 East, W.M., approximately 6 miles west of Pullman, Washington.

DESCRIPTION OF WORK

MARCH 13, 1995 (WSDOT GSP) DESWORK1.FR1

The work performed under this contract includes the manufacturing and stockpiling of Crushed Surfacing Top Course, ¼" Minus and 3/8" Chips. 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.

Crushed Surfacing Top Course

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4" square	99-100
1/2" square	80-100
U.S. No. 4	46-66
U.S. No. 40	8-24
U.S. No. 200	10.0 max.
% Fracture	75 min.
S.E.	40 min.

3/8" Chips

<u>Sieve Size</u>	<u>Percent Passing</u>
1/2" square	100
3/8" square	70-90
U.S. No. 4	0-5
U.S. No. 8	0-3
U.S. No. 200	0-0.8
% Fracture	90 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

MARCH 8, 2013 (APWA GSP) 1-01.3

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "State", "Department of Transportation", "Washington State

Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

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

JUNE 27, 2011 (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 can be found in the Call for Bids (Advertisement for Bids) for the work.

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	3	Furnished only upon request.

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

PROPOSAL FORMS

JUNE 27, 2011 (APWA GSP) 1-02.5

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

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

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

PREPARATION OF PROPOSAL

(WSDOT GSP) 1-02.6.GR1

(WSDOT GSP) 1-02.6.OPT15.INST1.GR1

Section 1-02.6 is supplemented with the following:

AUGUST 2, 2004 (WSDOT GSP) 1-02.6.OPT15.GR1

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

BID DEPOSIT

MARCH 8, 2013 (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.

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

DELIVERY OF PROPOSAL

AUGUST 15, 2012 (APWA GSP) 1-02.9 OPTION A

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 Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

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

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

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 Standard Time, on Monday, January 26, 2015** at which time all bids will be opened and publicly read.

IRREGULAR PROPOSALS

MARCH 13, 2012 (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 Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

PRE AWARD INFORMATION

AUGUST 14, 2013 (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. 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

DECEMBER 8, 2014 (APWA GSP) 1-03.4

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

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

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

SCOPE OF THE WORK

(APWA GSP) 04.GR1

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

Section 1-05.5 is supplemented with the following:

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

AUGUST 14, 2013 (APWA GSP) 1-05.13

Delete the sixth and seventh paragraphs of Section 1-05.13.

COOPERATION WITH OTHER CONTRACTORS

APRIL 11, 2003 (WC GSP) 1-05.14

Section 1-05.14 is supplemented with the following:

REPP QUARRY, C.R.C.P. No. 161

25

UNION CENTER QUARRY, C.R.C.P. No. 162

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

JUNE 27, 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(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

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

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

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or

road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

STATE TAXES

MARCH 1, 1994 (WC GSP) 1-07.2

Section 1-07.2 is supplemented with the following:

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

(WSDOT GSP) 1-07.17.GR1

(WSDOT GSP) 1-07.17.INST1.GR1

Section 1-07.17 is supplemented with the following:

APRIL 2, 2007 (WSDOT GSP) 1-07.17.OPT1.FR1

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:

REPP QUARRY

Inland Power & Light	St. John Telephone
(800) 747-7151	(509) 648-3322

UNION CENTER QUARRY

Inland Power & Light	Avista	Frontier	Century Link
(800) 747-7151	(800) 227-9187	(208) 883-0211	(509) 235-3128

UTILITY RELOCATIONS

JANUARY 7, 2002 (WC GSP) 1-07.17

Section 1-07.17 is supplemented with the following:

REPP QUARRY, C.R.C.P. No. 161
UNION CENTER QUARRY, C.R.C.P. No. 162

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.

PUBLIC CONVENIENCE AND SAFETY

(WSDOT GSP) 1-07.23.GR1

Construction Under Traffic

(WSDOT GSP) 1-07.23(1).GR1

(WSDOT GSP) 1-07.23(1).INST1.GR1

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

Work Zone Clear Zone

JANUARY 2, 2012 (WSDOT GSP) 1-07.23(1).OPT2.GR1

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

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

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

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

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

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

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

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

DECEMBER 8, 2014 (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 Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

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

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

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

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

The operational hours for the Union Center Quarry and Stockpile Site are limited to Monday through Sunday from 6:00 a.m. to 12:00 a.m. daily. No work, including mobilization and equipment maintenance, may occur outside of the operational hours.

SUBCONTRACTING

DECEMBER 8, 2014 (APWA GSP) 1-08.1

Revise the eighth paragraph of Section 1-08.1 to read:

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

NOTICE TO PROCEED AND PROSECUTION OF THE WORK

JUNE 27, 2011 (APWA GSP) 1-08.4

Delete Section 1-08.4 and replace it with the following:

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

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

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

The Repp Quarry crushing and stockpiling shall be completed prior to crushing and stockpiling at the Union Center Quarry. The Repp Quarry shall be physically completed by March 13, 2015 and the Union Center Quarry shall be completed by April 17th.

AUGUST 14, 2013 (APWA GSP) 1-08.5 OPTION B

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 is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph of Section 1-08.5 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 (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. Property owner releases per Section 1-07.24

LIQUIDATED DAMAGES

AUGUST 14, 2013 (APWA GSP) 1-08.9

Revise the fourth paragraph of Section 1-08.9 to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract. The Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated

damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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

MARCH 13, 2012 (APWA GSP) 1-09.9

Delete the first four paragraphs of Section 1-09.9 and replace them with the following:

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

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

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

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

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

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

MARCH 13, 2012 (APWA GSP) 1-09.9

Supplement this section with the following:

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

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:

Surplus processed material is that material in excess of the contract amount or subsequent change order amounts.

The Contractor will be reimbursed, at the unit bid price, for a maximum of 100 tons of surplus processed material, per bid item, for surplus processed material produced by the Contractor from the Contracting Agency provided source(s). Any surplus material over the 100 ton limit will not be reimbursed.

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) DIVISION3.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.

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

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:

Belly dumps will not be allowed in stockpiling. No equipment will be allowed on the 3/8" Chips stockpile.

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

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.

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 the overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 1/26/2015

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
Whitman	Asbestos Abatement Workers	Journey Level	\$35.46	5D	1H	
Whitman	Boilermakers	Journey Level	\$64.44	5N	1C	
Whitman	Brick Mason	Journey Level	\$43.34	5A	1M	
Whitman	Building Service Employees	Janitor	\$9.47		1	
Whitman	Building Service Employees	Shampooer	\$11.14		1	
Whitman	Building Service Employees	Waxer	\$9.47		1	
Whitman	Building Service Employees	Window Cleaner	\$9.47		1	
Whitman	Cabinet Makers (In Shop)	Journey Level	\$12.00		1	
Whitman	Carpenters	Carpenters	\$40.20	5A	1B	8N
Whitman	Cement Masons	Journey Level	\$38.85	7B	1N	
Whitman	Divers & Tenders	Diver	\$85.18	5A	1B	8A
Whitman	Divers & Tenders	Diver on Standby	\$49.16	5A	1B	
Whitman	Divers & Tenders	Diver Tender	\$48.16	5A	1B	
Whitman	Divers & Tenders	Diving Master	\$57.86	5A	1B	
Whitman	Divers & Tenders	Surface RCV & ROV Operator	\$48.16	5A	1B	
Whitman	Divers & Tenders	Surface RCV & ROV Operator Tender	\$46.41	5A	1B	
Whitman	Dredge Workers	Assistant Engineer	\$53.00	5D	3F	
Whitman	Dredge Workers	Assistant Mate (Deckhand)	\$52.58	5D	3F	
Whitman	Dredge Workers	Boatmen	\$52.30	5D	3F	
Whitman	Dredge Workers	Engineer Welder	\$54.04	5D	3F	
Whitman	Dredge Workers	Leverman, Hydraulic	\$55.17	5D	3F	
Whitman	Dredge Workers	Mates	\$52.30	5D	3F	
Whitman	Dredge Workers	Oiler	\$52.58	5D	3F	
Whitman	Drywall Applicator	Journey Level	\$40.20	5A	1B	8N
Whitman	Drywall Tapers	Journey Level	\$21.03		1	
Whitman	Electrical Fixture Maintenance Workers	Journey Level	\$9.47		1	
Whitman	Electricians - Inside	Journeyman	\$46.25	7G	1E	
Whitman	Electricians - Motor Shop	Craftsman	\$15.37		1	
Whitman	Electricians - Motor Shop	Journey Level	\$14.69		1	
Whitman	Electricians - Powerline Construction	Cable Splicer	\$68.33	5A	4A	
Whitman	Electricians - Powerline Construction	Certified Line Welder	\$62.50	5A	4A	
Whitman	Electricians - Powerline Construction	Groundperson	\$42.56	5A	4A	
Whitman	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$62.50	5A	4A	
Whitman	Electricians - Powerline Construction	Journey Level Lineperson	\$62.50	5A	4A	
Whitman	Electricians - Powerline Construction	Line Equipment Operator	\$52.47	5A	4A	
Whitman	Electricians - Powerline Construction	Pole Sprayer	\$62.50	5A	4A	
Whitman	Electricians - Powerline Construction	Powderperson	\$46.55	5A	4A	
Whitman	Electronic Technicians	Journey Level	\$20.80		1	
Whitman	Elevator Constructors	Mechanic	\$80.14	7D	4A	
Whitman	Elevator Constructors	Mechanic In Charge	\$86.77	7D	4A	
Whitman	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$9.96		1	
Whitman	Fence Erectors	Fence Erector	\$17.29		1	
Whitman	Flaggers	Journey Level	\$33.01	7B	1M	
Whitman	Glaziers	Journey Level	\$15.63		1	
Whitman	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$22.73		1	
Whitman	Heating Equipment Mechanics	Journey Level	\$22.34		1	
Whitman	Hod Carriers & Mason Tenders	Journey Level	\$36.34	7B	1M	

Whitman	Industrial Power Vacuum Cleaner	Journey Level	\$9.47		1	
Whitman	Inland Boatmen	Journey Level	\$9.47		1	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		1	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		1	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		1	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$9.47		1	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		1	
Whitman	Insulation Applicators	Journey Level	\$40.20	5A	1B	8N
Whitman	Ironworkers	Journeyman	\$54.68	7N	1O	
Whitman	Laborers	Air And Hydraulic Track Drill	\$35.65	7B	1M	
Whitman	Laborers	Asphalt Raker	\$35.65	7B	1M	
Whitman	Laborers	Asphalt Roller, Walking	\$35.38	7B	1M	
Whitman	Laborers	Brick Pavers	\$35.11	7B	1M	
Whitman	Laborers	Brush Hog Feeder	\$35.11	7B	1M	
Whitman	Laborers	Brush Machine	\$35.65	7B	1M	
Whitman	Laborers	Caisson Worker, Free Air	\$35.65	7B	1M	
Whitman	Laborers	Carpenter Tender	\$35.11	7B	1M	
Whitman	Laborers	Cement Finisher Tender	\$35.38	7B	1M	
Whitman	Laborers	Cement Handler	\$35.11	7B	1M	
Whitman	Laborers	Chain Saw Operator & Faller	\$35.65	7B	1M	
Whitman	Laborers	Clean-up Laborer	\$35.11	7B	1M	
Whitman	Laborers	Compaction Equipment	\$35.38	7B	1M	
Whitman	Laborers	Concrete Crewman	\$35.11	7B	1M	
Whitman	Laborers	Concrete Saw, Walking	\$35.38	7B	1M	
Whitman	Laborers	Concrete Signalman	\$35.11	7B	1M	
Whitman	Laborers	Concrete Stack	\$35.65	7B	1M	
Whitman	Laborers	Confined Space Attendant	\$35.11	7B	1M	
Whitman	Laborers	Crusher Feeder	\$35.11	7B	1M	
Whitman	Laborers	Demolition	\$35.11	7B	1M	
Whitman	Laborers	Demolition Torch	\$35.38	7B	1M	
Whitman	Laborers	Dope Pot Fireman, Non-mechanical	\$35.38	7B	1M	
Whitman	Laborers	Driller Helper (when Required To Move & Position Machine)	\$35.38	7B	1M	
Whitman	Laborers	Drills With Dual Masts	\$35.93	7B	1M	
Whitman	Laborers	Dry Stack Walls	\$35.11	7B	1M	
Whitman	Laborers	Dumpman	\$35.11	7B	1M	
Whitman	Laborers	Erosion Control Laborer	\$35.11	7B	1M	
Whitman	Laborers	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$33.01	7B	1M	
Whitman	Laborers	Firewatch	\$35.11	7B	1M	
Whitman	Laborers	Form Cleaning Machine Feeder, Stacker	\$35.11	7B	1M	
Whitman	Laborers	Form Setter, Paving	\$35.38	7B	1M	
Whitman	Laborers	General Laborer	\$35.11	7B	1M	
Whitman	Laborers	Grade Checker	\$37.64	7B	1M	
Whitman	Laborers	Grout Machine Header Tender	\$35.11	7B	1M	
Whitman	Laborers	Guard Rail	\$35.11	7B	1M	
Whitman	Laborers	Gunite	\$35.65	7B	1M	
Whitman	Laborers	Hazardous Waste Worker (level A)	\$35.93	7B	1M	
Whitman	Laborers	Hazardous Waste Worker (level B)	\$35.65	7B	1M	
Whitman	Laborers	Hazardous Waste Worker (level C)	\$35.38	7B	1M	
Whitman	Laborers	Hazardous Waste Worker (level D)	\$35.11	7B	1M	
Whitman	Laborers	Hdpe Or Similar Liner Installer	\$35.11	7B	1M	
Whitman	Laborers	High Scaler	\$35.65	7B	1M	
Whitman	Laborers	Jackhammer Operator Miner, Class b""	\$35.38	7B	1M	
Whitman	Laborers	Laser Beam Operator	\$35.65	7B	1M	
Whitman	Laborers	Miner, Class a""	\$35.11	7B	1M	

Whitman	Laborers	Miner, Class c'''	\$35.65	7B	1M	
Whitman	Laborers	Miner, Class d'''	\$35.93	7B	1M	
Whitman	Laborers	Monitor Operator, Air Track Or Similar Mounting	\$35.65	7B	1M	
Whitman	Laborers	Mortar Mixer	\$35.65	7B	1M	
Whitman	Laborers	Nipper	\$35.11	7B	1M	
Whitman	Laborers	Nozzleman	\$35.65	7B	1M	
Whitman	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$35.38	7B	1M	
Whitman	Laborers	Pavement Breaker, 90 Lbs. & Over	\$35.65	7B	1M	
Whitman	Laborers	Pavement Breaker, Under 90 Lbs.	\$35.38	7B	1M	
Whitman	Laborers	Pipelayer	\$35.65	7B	1M	
Whitman	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$35.38	7B	1M	
Whitman	Laborers	Pipewrapper	\$35.65	7B	1M	
Whitman	Laborers	Plasterer Tenders	\$35.65	7B	1M	
Whitman	Laborers	Pot Tender	\$35.38	7B	1M	
Whitman	Laborers	Powderman	\$37.30	7B	1M	
Whitman	Laborers	Powderman Helper	\$35.38	7B	1M	
Whitman	Laborers	Power Buggy Operator	\$35.38	7B	1M	
Whitman	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$35.38	7B	1M	
Whitman	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$35.38	7B	1M	
Whitman	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$35.38	7B	1M	
Whitman	Laborers	Remote Equipment Operator	\$35.93	7B	1M	
Whitman	Laborers	Remote Equipment Operator (i.e. Compaction And Demolition)	\$35.38	7B	1M	
Whitman	Laborers	Rigger/signal Person	\$35.38	7B	1M	
Whitman	Laborers	Riprap Person	\$35.11	7B	1M	
Whitman	Laborers	Rodder & Spreader	\$35.38	7B	1M	
Whitman	Laborers	Sandblast Tailhoseman	\$35.11	7B	1M	
Whitman	Laborers	Scaffold Erector, Wood Or Steel	\$35.11	7B	1M	
Whitman	Laborers	Stake Jumper	\$35.11	7B	1M	
Whitman	Laborers	Structural Mover	\$35.11	7B	1M	
Whitman	Laborers	Tailhoseman (water Nozzle)	\$35.11	7B	1M	
Whitman	Laborers	Timber Bucker & Faller (by Hand)	\$35.11	7B	1M	
Whitman	Laborers	Track Laborer (rr)	\$35.11	7B	1M	
Whitman	Laborers	Traffic Control Laborer	\$33.01	7B	1M	8T
Whitman	Laborers	Traffic Control Supervisor	\$34.01	7B	1M	8S
Whitman	Laborers	Trencher, Shawnee	\$35.38	7B	1M	
Whitman	Laborers	Trenchless Technology Technician	\$35.65	7B	1M	
Whitman	Laborers	Truck Loader	\$35.11	7B	1M	
Whitman	Laborers	Tugger Operator	\$35.38	7B	1M	
Whitman	Laborers	Vibrators, All	\$35.65	7B	1M	
Whitman	Laborers	Wagon Drills	\$35.38	7B	1M	
Whitman	Laborers	Water Pipe Liner	\$35.38	7B	1M	
Whitman	Laborers	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$35.93	7B	1M	
Whitman	Laborers	Well-point Person	\$35.11	7B	1M	
Whitman	Laborers	Wheelbarrow, Power Driven	\$35.38	7B	1M	
Whitman	Laborers - Underground Sewer & Water	All Classifications	\$24.26		1	
Whitman	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$9.47		1	
Whitman	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$9.47		1	
Whitman	Landscape Construction	Landscaping Or Planting Laborers	\$9.47		1	
Whitman	Lathers	Journey Level	\$40.20	5A	1B	8N
Whitman	Marble Setters	Journey Level	\$43.34	5A	1M	
Whitman	Metal Fabrication (In Shop)	Fitter	\$12.76		1	
Whitman	Metal Fabrication (In Shop)	Laborer	\$9.47		1	
Whitman	Metal Fabrication (In Shop)	Machine Operator	\$12.66		1	

Whitman	Metal Fabrication (In Shop)	Painter	\$10.20		1	
Whitman	Metal Fabrication (In Shop)	Welder	\$12.76		1	
Whitman	Millwright	Journey Level	\$54.25	5A	1B	8N
Whitman	Modular Buildings	Journey Level	\$9.47		1	
Whitman	Painters	Journey Level	\$29.36	6Z	1W	
Whitman	Pile Driver	Journey Level	\$41.21	5A	1B	8N
Whitman	Plasterers	Journey Level	\$38.53	7K	1N	
Whitman	Playground & Park Equipment Installers	Journey Level	\$9.47		1	
Whitman	Plumbers & Pipefitters	Journey Level	\$58.35	7E	1J	
Whitman	Power Equipment Operators	Journey Level	\$17.00		1	
Whitman	Power Equipment Operators- Underground Sewer & Water	Journey Level	\$28.54		1	
Whitman	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$44.86	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Spray Person	\$42.58	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$44.86	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Tree Trimmer	\$40.08	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$30.20	5A	4A	
Whitman	Refrigeration & Air Conditioning Mechanics	Journey Level	\$17.34		1	
Whitman	Residential Brick Mason	Journey Level	\$43.34	5A	1M	
Whitman	Residential Carpenters	Journey Level	\$14.30		1	
Whitman	Residential Cement Masons	Journey Level	\$12.57		1	
Whitman	Residential Drywall Applicators	Journey Level	\$19.85		1	
Whitman	Residential Drywall Tapers	Journey Level	\$21.03		1	
Whitman	Residential Electricians	Journey Level	\$16.28		1	
Whitman	Residential Glaziers	Journey Level	\$16.04		1	
Whitman	Residential Insulation Applicators	Journey Level	\$9.47		1	
Whitman	Residential Laborers	Journey Level	\$19.74		1	
Whitman	Residential Marble Setters	Journey Level	\$43.34	5A	1M	
Whitman	Residential Painters	Journey Level	\$11.08		1	
Whitman	Residential Plumbers & Pipefitters	Journey Level	\$16.97		1	
Whitman	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$9.47		1	
Whitman	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$14.66		1	
Whitman	Residential Soft Floor Layers	Journey Level	\$15.50		1	
Whitman	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$9.47		1	
Whitman	Residential Stone Masons	Journey Level	\$43.34	5A	1M	
Whitman	Residential Terrazzo Workers	Journey Level	\$15.95		1	
Whitman	Residential Terrazzo/Tile Finishers	Journey Level	\$13.87		1	
Whitman	Residential Tile Setters	Journey Level	\$15.95		1	
Whitman	Roofers	Journey Level	\$35.79	5I	1R	
Whitman	Roofers	Using Irritable Bituminous Materials	\$37.79	5I	1R	
Whitman	Sheet Metal Workers	Journey Level (Field or Shop)	\$55.51	6Z	1B	
Whitman	Sign Makers & Installers (Electrical)	Journey Level	\$13.91		1	
Whitman	Sign Makers & Installers (Non-Electrical)	Journey Level	\$13.91		1	
Whitman	Soft Floor Layers	Journey Level	\$15.79		1	
Whitman	Solar Controls For Windows	Journey Level	\$9.47		1	
Whitman	Sprinkler Fitters (Fire Protection)	Journey Level	\$49.26	7J	1R	
Whitman	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		1	
Whitman	Stone Masons	Journey Level	\$43.34	5A	1M	
Whitman	Street And Parking Lot Sweeper Workers	Journey Level	\$14.00		1	
Whitman	Surveyors	Chain Person	\$9.47	Null	1	
Whitman	Surveyors	Instrument Person	\$12.05	Null	1	
Whitman	Surveyors	Party Chief	\$15.05	Null	1	
Whitman	Telecommunication Technicians	Journey Level	\$17.39		1	
Whitman	Telephone Line Construction - Outside	Cable Splicer	\$36.96	5A	2B	
Whitman	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$20.49	5A	2B	
Whitman	Telephone Line Construction - Outside	Installer (Repairer)	\$35.40	5A	2B	
Whitman	Telephone Line Construction - Outside	Special Aparatus Installer I	\$36.96	5A	2B	
Whitman	Telephone Line Construction - Outside	Special Apparatus Installer II	\$36.19	5A	2B	
Whitman	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$36.96	5A	2B	
Whitman	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$34.34	5A	2B	
Whitman	Telephone Line Construction - Outside	Telephone Lineperson	\$34.34	5A	2B	

Whitman	Telephone Line Construction - Outside	Television Groundperson	\$19.45	5A	2B	
Whitman	Telephone Line Construction - Outside	Television Lineperson/Installer	\$25.89	5A	2B	
Whitman	Telephone Line Construction - Outside	Television System Technician	\$30.97	5A	2B	
Whitman	Telephone Line Construction - Outside	Television Technician	\$27.77	5A	2B	
Whitman	Telephone Line Construction - Outside	Tree Trimmer	\$34.34	5A	2B	
Whitman	Terrazzo Workers	Journey Level	\$33.85	5A	1M	
Whitman	Tile Setters	Journey Level	\$33.85	5A	1M	
Whitman	Tile, Marble & Terrazzo Finishers	Journey Level	\$29.85	5A	1M	
Whitman	Traffic Control Stripers	Journey Level	\$43.11	7A	1K	
Whitman	Truck Drivers	Asphalt Mix Over 20 Yards (E.WA-690)	\$38.74	5D	1V	8M
Whitman	Truck Drivers	Asphalt Mix To 20 Yards (E. WA - 690)	\$38.57	5D	1V	8M
Whitman	Truck Drivers	Dump Truck	\$19.45		1	
Whitman	Truck Drivers	Dump Truck And Trailer	\$19.45		1	
Whitman	Truck Drivers	Other Trucks	\$27.84		1	
Whitman	Truck Drivers	Transit Mixer	\$17.75		1	
Whitman	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$13.92		1	
Whitman	Well Drillers & Irrigation Pump Installers	Oiler	\$9.47		1	
Whitman	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1	

Overtime Codes

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

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

Benefit Code Key – Effective 8-31-2014 thru 3-3-2015

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

Benefit Code Key – Effective 8-31-2014 thru 3-3-2015

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

Benefit Code Key – Effective 8-31-2014 thru 3-3-2015

3. C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

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.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

Benefit Code Key – Effective 8-31-2014 thru 3-3-2015

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).
- 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.

Holiday Codes Continued

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday And Saturday After Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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7. 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.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Benefit Code Key – Effective 8-31-2014 thru 3-3-2015

7. S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, The Day After Or Before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, and The Day After Or Before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet
- C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet
Over 200' -Divers May Name Their Own Price
- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

Benefit Code Key – Effective 8-31-2014 thru 3-3-2015

- 8. S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

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 REPP QUARRY, C.R.C.P. No. 161 located in Sections 35 and 36, Township 18 North, Range 41 East, W.M. and UNION CENTER QUARRY, C.R.C.P. No. 162 located in Section 36, Township 15 North, Range 43 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
REPP QUARRY					
1.	Mobilization	1	L.S.	LUMP SUM	
2.	Furnish & Stockpile Crushed Surfacing Top Course	23,800	Ton		
3.	Furnish & Stockpile 3/8" Chips	5,000	Ton		
4.	Furnish & Stockpile 1/4" Minus	2,000	Ton		
UNION CENTER QUARRY					
5.	Mobilization	1	L.S.	LUMP SUM	
6.	Furnish & Stockpile Crushed Surfacing Top Course	39,900	Ton		
7.	Furnish & Stockpile 3/8" Chips	6,000	Ton		
8.	Furnish & Stockpile 1/4" Minus	4,000	Ton		
BASIS OF AWARD TOTAL: ITEMS 1-8					

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

Local Agency Proposal - Signature Page

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

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

- Cash In the Amount of _____
- Cashier's Check _____ Dollars
- Certified Check (\$ _____) Payable to the Agency
- Proposal Bond In the Amount of 5% of the Bid

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

Signature of Authorized Official(s)

Proposal Must be Signed 

Firm Name

Address

State of Washington Contractor's License No. _____

Federal ID No. _____

Note:

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

**SUBMIT THE
ENCLOSED PROPOSAL
BOND FORM WITH
YOUR PROPOSAL.**

**USE OF OTHER FORMS
MAY SUBJECT YOUR
BID TO REJECTION.**

**NOTE: Use of other forms may limit
the bond below an amount equal
to five percent of the bid total.**

Local Agency Proposal Bond

KNOW ALL MEN 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 State of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

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

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

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

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

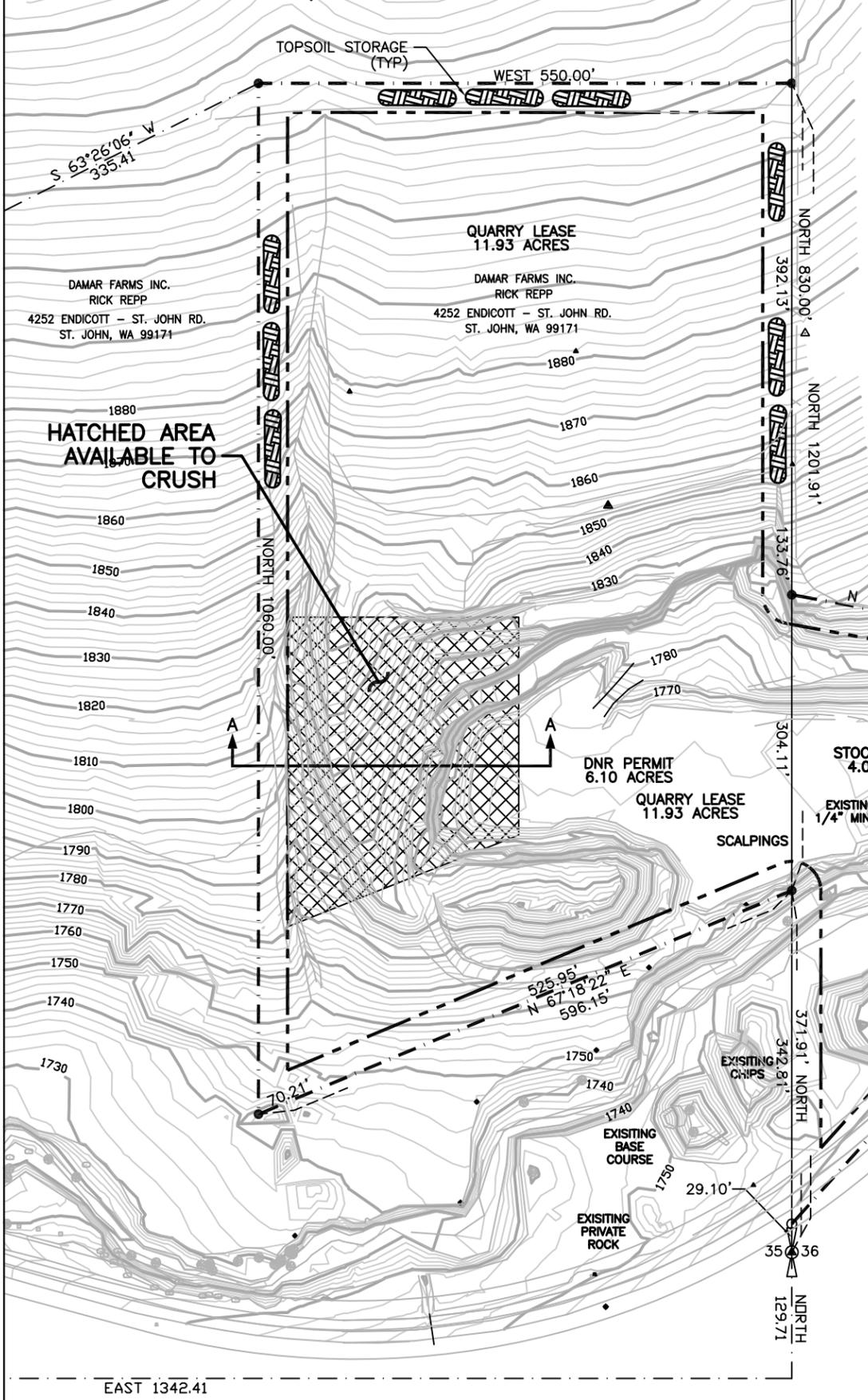
(Principal)

(Surety)

(Attorney-in-fact)

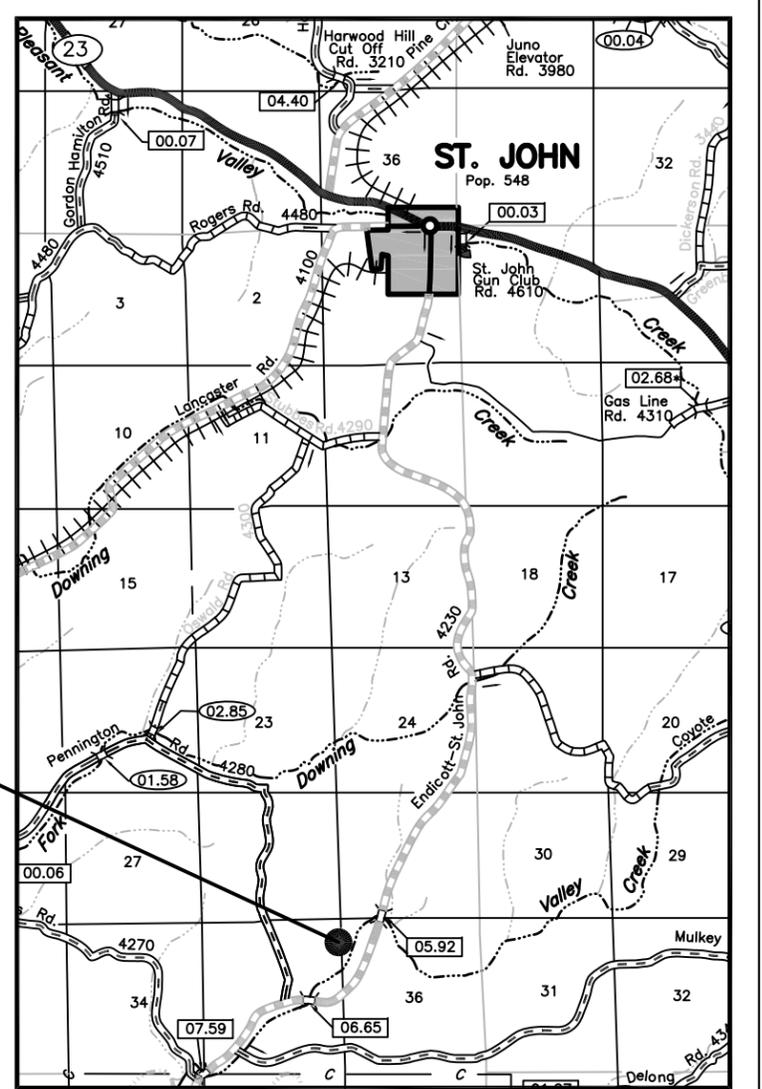
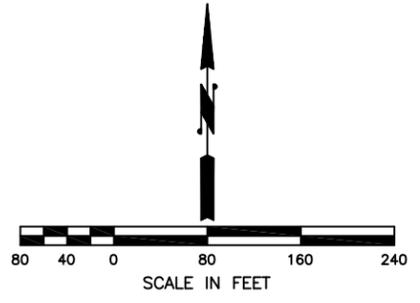
N.E. 1/4, SECTION 35, T. 18 N., R. 41 E., W.M.

N.W. 1/4, SECTION 36, T. 18 N., R. 41 E., W.M.

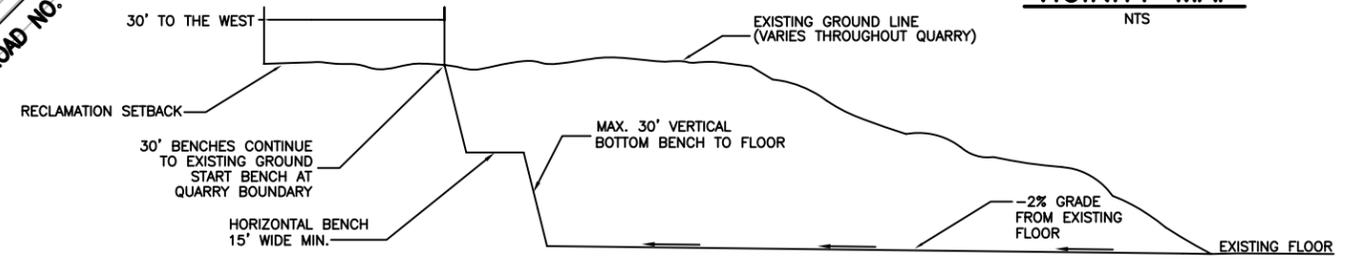


LEGEND

	RIGHT OF WAY
	CENTER LINE
	SECTION LINE
	DNR PERMIT LINE 15.99 ACRES ±
	30.00' RECLAMATION SETBACK LINE
	FENCE
	CONTROL POINT
	FOUND REBAR
	TBM
	CORNER NOT SET



REPP QUARRY AND STOCKPILE SITE



BENCH & PIT FLOOR SECTION A-A DETAIL

NOTES:

- PRIOR TO BEGINNING WORK THE CONTRACTOR SHALL SUBMIT A SIGN PLAN TO THE COUNTY ENGINEER. WHITMAN COUNTY WILL PROVIDE SIGNS FOR THE CONTRACTOR TO ERECT AND MAINTAIN FOR THE DURATION OF THE PROJECT.
- THE CONTRACTOR SHALL PLAN OPERATIONS SO AS TO UTILIZE 100% OF THE OVERSIZE MATERIAL ENCOUNTERED WITHIN THE QUARRY. (SEE SPECIAL PROVISIONS)
- BASIS OF BEARING EAST SIDE OF THE NORTHEAST QUARTER OF SECTION 35, T. 18 N., R. 41 E., W.M. ASSUMED BEARING OF NORTH.
- 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.
- QUARRY OVERBURDEN WILL BE BERMED WITHIN THIRTY FEET OF THE QUARRY LEASE BOUNDARY TO THE SATISFACTION OF THE COUNTY ENGINEER, AND IS NOT AVAILABLE FOR USE BY THE CONTRACTOR IN AGGREGATE PRODUCTION.
- A BLASTING PLAN (WHICH SHALL ALSO SHOW OVERBURDEN REMOVAL AND STOCKPILING) SHALL BE SUBMITTED, FOR APPROVAL BY THE COUNTY ENGINEER. 48 HOURS OF NOTICE 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.
- THE CRUSHING SHALL BEGIN IN THE SOUTH PORTION OF THE HATCHED AREA AND PROCEED NORTH, CRUSHING FROM THE EXISTING FLOOR ELEVATION OF 1760.00'.
- THE EXISTING PILE OF BASE COURSE SHALL BE USED IN ITS ENTIRETY FOR MATERIAL PRODUCTION IN THIS CRUSHING PROJECT. THE EXISTING PILE SHALL BE RELOCATED PRIOR TO CHIPS PRODUCTION.
- UPON COMPLETION OF CRUSHING THE CONTRACTOR SHALL LEAVE SUITABLE ACCESS, TO EACH BENCH, FOR A DRILL.
- ONCE CRUSHING OPERATIONS ARE COMPLETED ALL DISTURBED ADJACENT PROPERTY TO THE QUARRY OPERATIONS SHALL BE RETURNED TO ITS ORIGINAL CONDITION. SEE STANDARD SPECIFICATION 1-07.16

APPROVED:



EXPIRES 09-22-16

No.		Date	By	Ckd.	Appr.	Revision

Drawn By: J. MARSHALL	Date: 01/2015	<p>SCALE</p> <p>HORIZONTAL: AS SHOWN</p> <p>VERTICAL: AS SHOWN</p>	<p>WHITMAN COUNTY ENGINEER</p> <p>310 N. MAIN ST. COLFAX WA. 99111 (509) 397-6206</p>	<p>PLANS PREPARED UNDER THE DIRECTION OF:</p> <p>MARK STOREY, P.E. COUNTY ENGINEER</p>	<p>CRUSHING PLAN C.R.C.P. NO. 161</p> <p>REPP QUARRY & STOCKPILE SITE</p> <p>DNR PERMIT NO. 10492</p>	<p>SHEET</p> <p>1 OF 1</p>
Designed By: J. BANKS	Date: 01/2015					
Checked By: M. STOREY	Date: 01/2015					

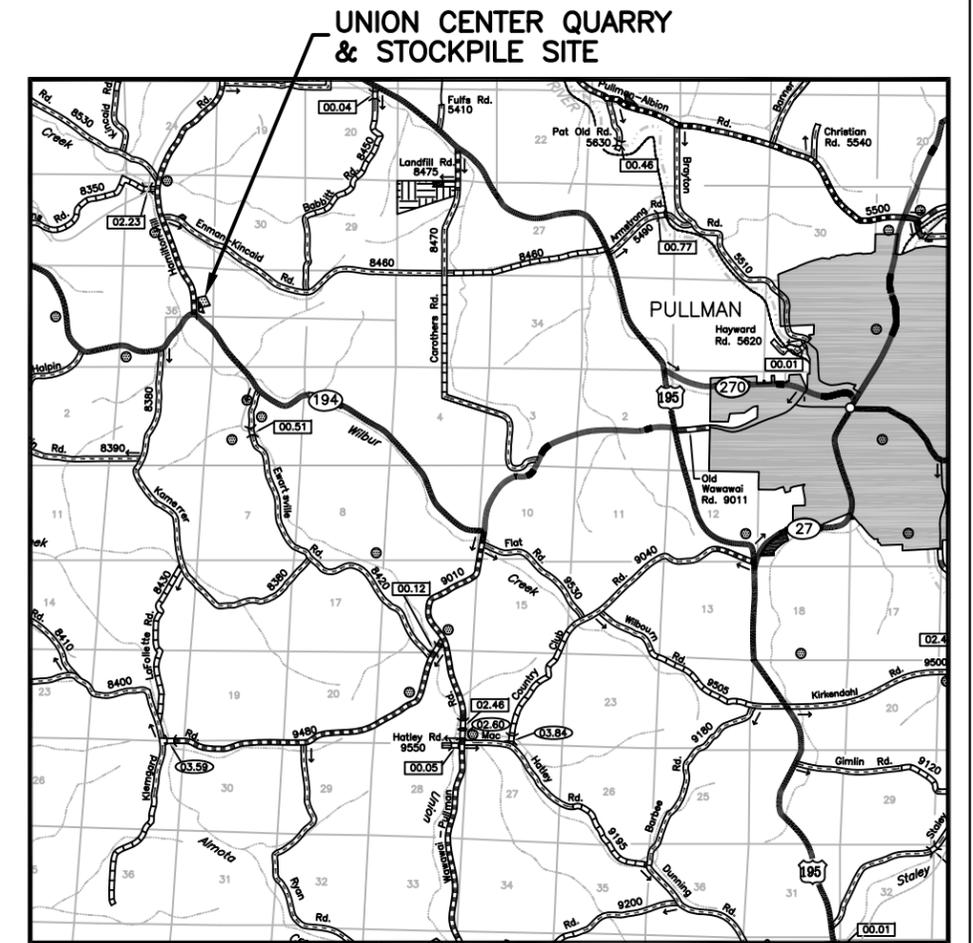
N.E. 1/4, SECTION 36, T. 15 N., R. 43 E., W.M.

LEGEND

- R/W — R/W — RIGHT OF WAY
- AVISTA UTILITIES EASEMENT
- SECTION LINE
- PROPERTY & DNR PERMIT BOUNDARY
24.18 ACRES ±
- 30.00' RECLAMATION
SETBACK LINE
- X-X- FENCE
- OVERHEAD POWER
- △ CONTROL POINT
- ⊕ FOUND REBAR
- ⊕ TBM
- CORNER NOT SET
- ⊙ POWER POLE
- TREE

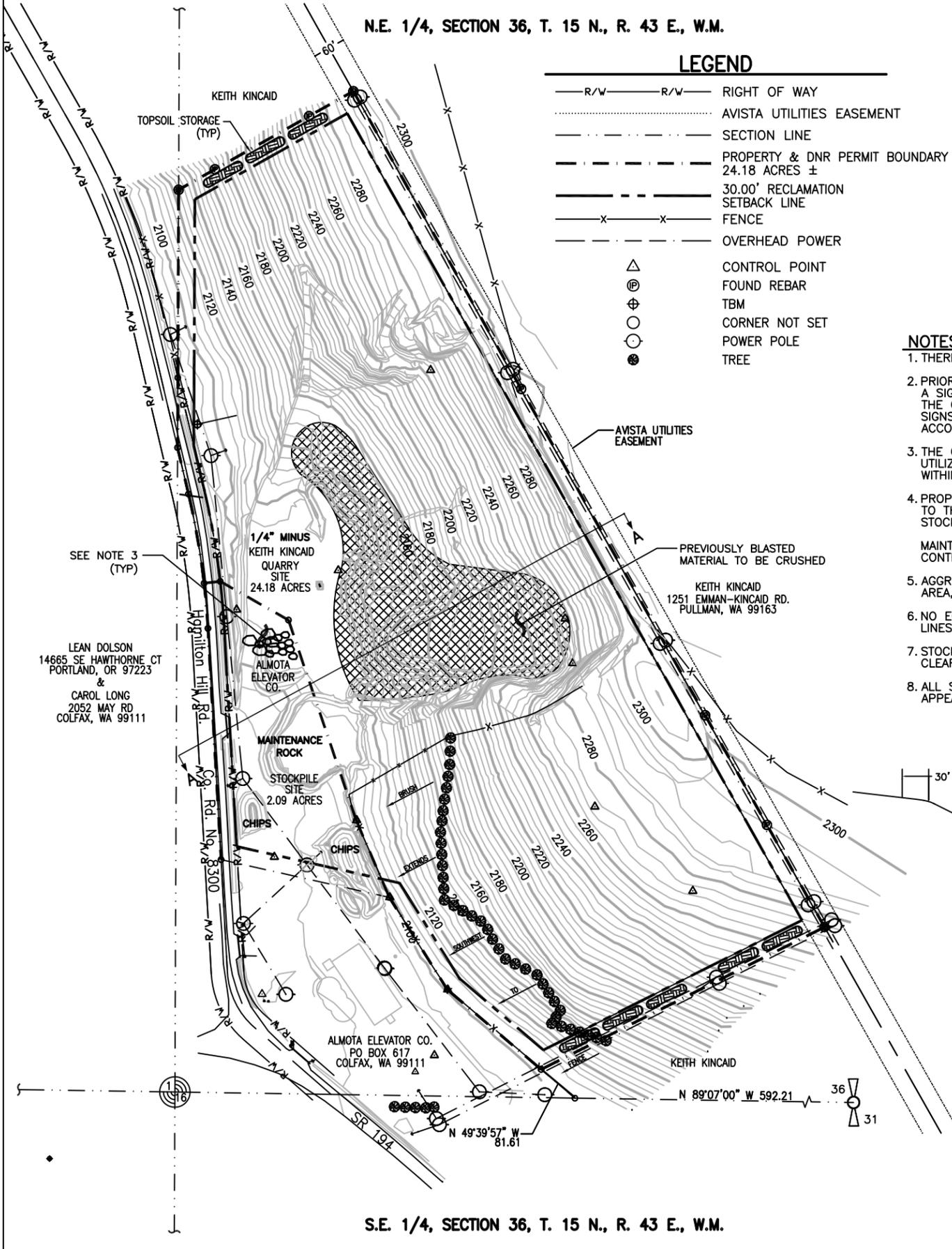
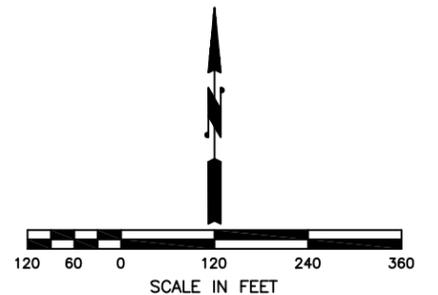
NOTES:

1. THERE ARE NO AFFECTED DRAINAGES.
2. 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.
3. THE CONTRACTOR SHALL PLAN OPERATIONS SO AS TO UTILIZE 100% OF THE OVERSIZE MATERIAL ENCOUNTERED WITHIN THE QUARRY. (SEE SPECIAL PROVISIONS)
4. PROPOSED STOCKPILE SITES TO BE CLEARED AND LEVELED TO THE SATISFACTION OF THE COUNTY ENGINEER PRIOR TO STOCKPILING.
5. MAINTENANCE OF ALL HAUL ROADS SHALL BE THE CONTRACTORS RESPONSIBILITY.
6. AGGREGATE SHALL BE STOCKPILED WITHIN THE DESIGNATED AREA, AS DIRECTED BY THE COUNTY ENGINEER.
7. NO EQUIPMENT SHALL COME WITHIN 27 FEET OF THE POWER LINES.
8. STOCKPILE SURFACES SHALL HAVE 27 FEET MINIMUM CLEARANCE FROM ALL POWER LINES AND POWER POLES.
9. ALL SLOPE INTERSECTIONS SHALL BE ROUNDED TO NATURAL APPEARANCE.



VICINITY MAP

NTS



S.E. 1/4, SECTION 36, T. 15 N., R. 43 E., W.M.



WALL & PIT FLOOR DETAIL
A-A - NTS

APPROVED:

EXPIRES 09-22-16

Drawn By: J. MARSHALL Designed By: J. MARSHALL Checked By: M. STOREY		Date: 01/2015 Date: 01/2015 Date: 01/2015		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: 01/2015		CRUSHING PLAN C.R.C.P. NO. 162 UNION CENTER QUARRY & STOCKPILE SITE DNR PERMIT NO. 10845		SHEET 1 OF 1	
No.	Date	By	Ckd.	Appr.	Revision								