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CONTRACT PROVISIONS and PLANS

For Construction of:

2012 Crushing and Stockpiling

Sealed Bids will be Opened on
January 10, 2012

at

1:30 P.M.

at the Office of the
Board of County Commissioners
Grant County Courthouse

P.O. Box 37

35 C Street NW, Room 207

Ephrata, Washington 98823

Informational Only - NOT FOR BIDDING

NOTICE TO CONTRACTORS

Sealed bids, plainly marked "**BID FOR 2012 Crushing and Stockpiling**", will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, P.O. Box 37, 35 C Street NW – Room 207, Ephrata, WA, 98823, until **1:30 P.M., Tuesday, January 10, 2012** and will then and there be opened and publicly read for the construction of the improvements.

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

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

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

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

The improvement for which bids will be received follows:

2012 Crushing and Stockpiling

This contract provides for crushing, screening and stockpiling 340,000 tons of crushed surfacing mineral aggregates and other work at seven locations in Grant County, WA all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

BIDDER'S CHECK LIST

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

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

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

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

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1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2010
3 Standard Specifications for Road, Bridge, and Municipal Construction.
4

5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

6
7 The following Amendments to the Standard Specifications are made a part of this contract and
8 supersede any conflicting provisions of the Standard Specifications. For informational
9 purposes, the date following each Amendment title indicates the implementation date of the
10 Amendment or the latest date of revision.

11
12 Each Amendment contains all current revisions to the applicable section of the Standard
13 Specifications and may include references which do not apply to this particular project.
14

15 **SECTION 1-01, DEFINITIONS AND TERMS**
16 **August 2, 2010**

17 **1-01.2(1) Associations and Miscellaneous**

18 The abbreviation and definition "AREA American Railway Engineering Association" is
19 replaced with the following:
20

21 AREMA American Railway Engineering and Maintenance Association
22

23 **SECTION 1-02, BID PROCEDURES AND CONDITIONS**
24 **July 11, 2011**

25 **1-02.5 Proposal Forms**

26 The first paragraph is revised to read:
27

28 At the request of a prequalified Bidder, the Contracting Agency will provide a physical
29 Proposal Form for any project on which the Bidder is eligible to Bid. For certain projects
30 selected at the sole discretion of the Contracting Agency, the Bidder may also be
31 authorized to access an electronic Proposal Form for submittal via Trns-Port Expedite®
32 software and BidExpress®.
33

34 **1-02.6 Preparation of Proposal**

35 The first paragraph is revised to read:
36

37 The Contracting Agency will accept only those Proposals properly executed on physical
38 forms it provides, or electronic forms that the bidder has been authorized to access. Unless
39 it approves in writing, the Contracting Agency will not accept Proposals on forms attached
40 to the Plans and stamped "Informational".
41

42 The second paragraph is revised to read:
43

44 All prices shall be in legible figures (not words) written in ink or typed, and expressed in
45 U.S. dollars and cents. The Proposal shall include:
46

- 1 1. A unit price for each item (omitting digits more than four places to the right of the
2 decimal point),
3
- 4 2. An extension for each unit price (omitting digits more than two places to the right
5 of the decimal point), and
6
- 7 3. The total Contract price (the sum of all extensions).
8

9 In the space provided on the signature sheet, the Bidder shall confirm that all Addenda
10 have been received.

11
12 The third paragraph is revised to read:

13
14 The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprises
15 (DBE) Utilization Certification, when required by the Special Provisions. For each and
16 every DBE firm listed on the Bidder's completed DBE Utilization Certification, the Bidder
17 shall submit written confirmation from that DBE firm that the DBE is in agreement with the
18 DBE participation commitment that the Bidder has made in the Bidders completed DBE
19 Utilization Certification. WSDOT Form 422-031 EF (DBE Written Confirmation Document)
20 is available for this purpose. Bidder must submit good faith effort documentation with the
21 DBE Utilization Certification **ONLY In The Event** the bidder's efforts to solicit sufficient DBE
22 participation have been unsuccessful. Directions for delivery of the DBE Written
23 Confirmation Documents and DBE Good Faith Effort documentation are included in Section
24 1-02.9 Delivery of Proposal and Section 1-02.10 Withdrawing, Revising or Supplementing
25 Proposal.
26

27 **1-02.7 Bid Deposit**

28 This section is revised to read:

29
30 A deposit of at least 5-percent of the total Bid shall accompany each Bid. This deposit may
31 be cash, certified check, cashier's check, or a proposal bond (Surety bond). For projects
32 that are selected by the Contracting Agency to be bid electronically, the proposal bond may
33 be in either a physical format, or an electronic format via Surety2000.com or
34 Insurevision.com and BidExpress®. When a physical bid deposit or proposal bond is
35 furnished to accompany an electronic Proposal Form, the Bid deposit shall be received by
36 the Contracting Agency at the location specified for receipt of bids prior to the time set for
37 receipt of Bids. Any proposal bond shall be on a form acceptable to the Contracting
38 Agency and shall be signed by the Bidder and the Surety. A proposal bond shall not be
39 conditioned in any way to modify the minimum 5-percent required. The Surety shall: (1) be
40 registered with the Washington State Insurance Commissioner, and (2) appear on the
41 current Authorized Insurance List in the State of Washington published by the Office of the
42 Insurance Commissioner.
43

44 The failure to furnish a Bid deposit of a minimum of 5-percent with the Bid or as a physical
45 supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall
46 cause the Bid to be rejected by the Contracting Agency.
47

48 **1-02.8(2) Lobbying Certification**

49 The last paragraph is revised to read:

50
51 The Certification for Federal-Aid Contracts (Form DOT 272-040) may be reproduced from
52 the Proposal form. The disclosure form is available from the Washington State Department

1 of Transportation's Contract Ad & Award Office, Transportation Building, Olympia,
2 Washington 98504.

3 4 **1-02.9 Delivery of Proposal**

5 This section is revised to read:

6
7 For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and
8 submitted in the envelope provided with it, or electronically via Trns·Port Expedite®
9 software and BidExpress® at the location and time identified in Section 1-02.12. The Bidder
10 shall fill in all blanks on this envelope to ensure proper handling and delivery.

11
12 For projects scheduled for bid opening in other locations, each Proposal shall be sealed
13 and submitted in the envelope provided with it, at the location and time identified in Section
14 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and
15 delivery.

16
17 The Contracting Agency will not open or consider any Proposal or any supplement to a
18 Proposal that is received after the time specified for receipt of Proposals, or received in a
19 location other than that specified for receipt of Proposals.

20
21 **NOTE:** Certain documents that are required for an electronic Bid Proposal to be
22 responsive CANNOT be submitted electronically via Trns·Port Expedite® software
23 and BidExpress®. These documents include:

- 24
25 1. DBE Written Confirmation Documents; and,
26
27 2. Good Faith Effort Documentation; and,
28
29 3. Cash, certified checks, cashier's checks, or a proposal bond (Surety
30 bond) in formats other than via Surety2000.com or Insurevision.com.
31

32 The Bidder shall provide all documents that are required for an electronic Bid Proposal to
33 be responsive (but cannot be submitted electronically via Trns·Port Expedite® software and
34 BidExpress®) as a supplement to their electronic Bid Proposal in one of the following
35 methods:

- 36
37 1. Physically in a sealed envelope marked as "BID SUPPLEMENT" and bearing the
38 Bidders company name, project title, Bid date, and description of contents (for
39 example: DBE Written Confirmation, DBE Good Faith Efforts, Proposal Deposit,
40 etc.); or,
41
42 2. Except for Item #3 above, by facsimile to the following FAX number: (360) 705-
43 6966.
44

45 E-mailed submittals are not acceptable. The Contracting Agency is not responsible for
46 delayed, partial, failed, illegible or partially legible FAX document transmissions, and such
47 documents may be rejected as incomplete at the Bidder's risk.
48

49 **1-02.10 Withdrawal or Revision of Proposal**

50 This section including title is revised to read:
51

1 **Withdrawing, Revising, or Supplementing Proposal**

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

- 4
- 5 1. The Bidder submits a written request signed by an authorized person, and
 - 6
 - 7 2. The Contracting Agency receives the request before the time set for receipt of
 - 8 Proposals.
 - 9

10 The original physical Bid Proposal may be supplemented, or revised and resubmitted as
11 the official Bid Proposal if the Contracting Agency receives it before the time set for receipt
12 of Proposals. Faxed Bid revisions and supplements will be accepted only if they are
13 submitted in accordance with the "Example Format for Facsimile Bid Changes" instructions
14 posted on the WSDOT website at <http://www.wsdot.wa.gov/biz/contaa/bulletin/>.

15
16 E-mailed requests to withdraw, revise or supplement a Proposal are not acceptable. The
17 contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible
18 FAX document transmissions, and such documents may be rejected as incomplete at the
19 Bidders risk.

20
21 The Contracting Agency will not accept requests to revise or withdraw electronic **Bid**
22 **Proposals**. Such requests shall be furnished directly to BidExpress® and in accordance
23 with their terms and conditions.

24
25 **1-02.13 Irregular Proposals**

26 In the first paragraph, Item h beneath item number 1 is revised to read:

- 27
- 28 h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise
 - 29 Utilization Certification, if applicable, as required in Section 1-02.6;
 - 30

31 In the first paragraph, item I beneath item number 1 is revised to read:

- 32
- 33 i. The Bidder fails to submit written confirmation from each DBE firm listed on the
 - 34 Bidder's completed DBE Utilization Certification that they are in agreement with the
 - 35 bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if
 - 36 the written confirmation that is submitted fails to meet the requirements of the Special
 - 37 Provisions;
 - 38

39 Item 1 in the first paragraph is supplemented with the following:

- 40
- 41 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
 - 42 required in Section 1-02.6, or if the documentation that is submitted fails to
 - 43 demonstrate that a Good Faith Effort to meet the Condition of Award was made; or
 - 44
 - 45 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
 - 46 material terms of the Bid invitation.
 - 47

48 **SECTION 1-06, CONTROL OF MATERIALS**

49 **January 3, 2011**

50 **1-06.1 Approval of Materials Prior to Use**

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

1 **1-06.1(4) Fabrication Inspection Expense**

2 In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle,
3 Washington the Contracting Agency will deduct from payment due the Contractor costs to
4 perform fabrication inspection on the following items:

- 5
- 6 • Steel Bridges and Steel Bridge components
- 7 • Cantilever Sign Structures and Sign Bridges
- 8 • Prestressed Concrete Girders and Precast Bridge Components
- 9 • Cylindrical, Disc, Pin, and Spherical Bearings
- 10 • Modular Expansion Joints
- 11 • Epoxy Coated Reinforcing Steel
- 12 • Painted and Powder Coated Luminaire and Signal Poles
- 13 • Additional items as may be determined by the Engineer
- 14

15 The deductions for fabrication inspection costs will be as shown in the Payment Table
16 below.

17

Zone	Place of Fabrication	Reduction in Payment
1	Within 300 airline miles from Seattle	None
2	Between 300 and 3,000 airline miles from Seattle	\$700.00 per *inspection day
3	Over 3,000 airline miles from Seattle	\$1,000 per *inspection day, but not less than \$2,500 per trip

18 *Note - An inspection day includes any calendar day or portion of a calendar day
19 spent inspecting at or traveling to and from a place of fabrication.

20
21 Where fabrication of an item takes place in more than one zone, the reduction in payment
22 will be computed on the basis of the entire item being fabricated in the furthest of zones
23 where any fabrication takes place on that item.

24
25 The rates for Zone 2 and 3 shall be applied for the full duration time of all fabrication
26 inspection activities to include but not limited to; plant approvals, prefabrication meetings,
27 fabrication, coatings and final inspection.

- 1 **1-06.2(2)A General**
- 2 Table 2 "Pay Factors" on page 1-39 is revised to read:
- 3

**Table 2
Pay Factors**

PAY FACTOR	Minimum Required Percent of Work Within Specification Limits for a Given Factor (PU + PL) – 100															
	Category	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to ∞
1.05						100	100	100	100	100	100	100	100	100	100	100
1.04					100	99	97	95	96	96	96	97	97	97	97	97
1.03				100	98	96	94	92	93	93	94	95	95	96	96	96
1.02				99	97	94	91	89	90	91	92	93	93	94	94	94
1.01	100	100	100	98	95	92	89	87	88	89	90	91	92	92	92	92
1.00	69	75	78	80	82	83	84	85	86	87	88	89	90	91	91	92
0.99	66	72	76	78	80	81	82	83	84	85	86	87	88	89	90	91
0.98	64	70	74	76	78	79	80	81	82	84	85	86	87	88	88	90
0.97	63	68	72	74	76	77	78	79	81	82	83	84	86	87	87	88
0.96	61	67	70	72	74	75	76	78	79	81	82	83	84	86	86	87
0.95	59	65	68	71	72	74	75	76	78	79	80	82	83	84	86	86
0.94	58	63	67	69	71	72	73	75	76	78	79	80	82	83	83	85
0.93	57	62	65	67	69	71	72	73	75	76	78	79	80	82	82	84
0.92	55	60	63	66	68	69	70	72	73	75	76	78	79	81	81	82
0.91	54	59	62	64	66	68	69	70	72	74	75	76	78	79	79	81
0.90	53	57	61	63	65	66	67	69	71	72	74	75	77	78	78	80
0.89	51	56	59	62	63	65	66	68	69	71	72	74	75	77	77	79
0.88	50	55	58	60	62	64	65	66	68	70	71	73	74	76	76	78
0.87	49	53	57	59	61	62	63	65	67	68	70	71	73	75	75	77
0.86	48	52	55	58	59	61	62	64	66	67	69	70	72	74	74	76

(Continued)

- 4
- 5
- 6
- 7 Table 2 "Pay Factors" on page 1-40 is revised to read:
- 8

**Table 2
Pay Factors (continued)**

PAY FACTOR	Minimum Required Percent of Work Within Specification Limits for a Given Factor (P _U + P _L) – 100														
	Category	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66
0.85	46	51	54	56	58	60	61	62	64	66	67	69	71	72	75
0.84	45	49	53	55	57	58	60	61	63	65	66	68	70	71	73
0.83	44	48	51	54	56	57	58	60	62	64	65	67	69	70	72
0.82	43	47	50	53	54	56	57	59	61	62	64	66	67	69	71
0.81	41	46	49	51	53	55	56	58	59	61	63	64	66	68	70
0.80	40	44	48	50	52	54	55	56	58	60	62	63	65	67	69
0.79	39	43	46	49	51	52	54	55	57	59	61	62	64	66	68
0.78	38	42	45	48	50	51	52	54	56	58	59	61	63	65	67
0.77	36	41	44	46	48	50	51	53	55	57	58	60	62	64	66
0.76	35	39	43	45	47	49	50	52	54	56	57	59	61	63	65
0.75	33	38	42	44	46	48	49	51	53	54	56	58	60	62	64
REJECT	Values Less Than Those Shown Above														
Reject Quality Levels Less Than Those Specified for a 0.75 Pay Factor															
Note: If the value of (P _U + P _L) - 100 does not correspond to a (P _U + P _L) - 100 value in this table, use the next smaller (P _U + P _L) - 100 value.															

- 9
- 10
- 11 **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**
- 12 **August 1, 2011**
- 13 **1-07.2 Sales Tax**
- 14 The third sentence in the first paragraph is revised to read:
- 15

1 The Contractor shall contact the Contract Payment section of the Division of Accounting &
2 Financial Services of the Department of Transportation, Olympia WA for questions on sales
3 tax.
4

5 The first sentence in the third paragraph is revised to read:
6

7 The Contracting Agency will pay the retained percentage only if the Contractor has
8 obtained from the State Department of Revenue a certificate showing that all Contract-
9 related taxes have been paid (RCW 60.28.051).
10

11 **1-07.5(3) State Department of Ecology**

12 Item No. 4. in the first paragraph is revised to read:
13

14 4. Perform Work in such a manner that all materials and substances not specifically
15 identified in the Contract documents to be placed in the water do not enter waters of
16 the State, including wetlands. These include, but are not limited to, petroleum
17 products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater,
18 slurry materials and waste from shaft drilling, sediments, sediment-laden water,
19 chemicals, paint, solvents, or other toxic or deleterious materials.
20

21 **1-07.9(1) General**

22 The second sentence in the fourth paragraph is revised to read:
23

24 When the project involves highway Work, heavy Work and building Work, the Contract
25 Provisions may list a Federal wage and fringe benefit rate for the highway Work, a separate
26 Federal wage and fringe benefit rate for both the heavy Work and the building Work.
27

28 **1-07.13(4) Repair of Damage**

29 The last sentence in the first paragraph is revised to read:
30

31 For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), 1-07.13(3), or 8-
32 17.5, payment will be made in accordance with Section 1-09.4 using the estimated bid item
33 "Reimbursement for Third Party Damage".
34

35 **1-07.14 Responsibility for Damage**

36 The third, fourth and fifth paragraphs are revised to read:
37

38 Subject to the limitations in this section and RCW 4.24.115 the Contractor shall indemnify,
39 defend, and save harmless the State, Governor, Commission, Secretary, and all officers
40 and employees of the State from all claims, suits, or actions brought for injuries to, or death
41 of, any persons or damages resulting from construction of the Work or in consequence of
42 any negligence or breach of contract regarding the Work, or the use of any improper
43 materials in the Work, caused in whole or in part by any act or omission by the Contractor
44 or the agents or employees of the Contractor during performance or at any time before final
45 acceptance. In addition to any remedy authorized by law, the State may retain so much of
46 the money due the Contractor as deemed necessary by the Engineer to ensure
47 indemnification until disposition has been made of such suits or claims.
48

49 Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify,
50 defend, and save harmless any county, city, or region, its officers, and employees
51 connected with the Work, within the limits of which county, city, or region the Work is being
52 performed, all in the same manner and to the same extent as provided above for the
53 protection of the State, its officers and employees, provided that no retention of money due

1 the Contractor be made by the State except as provided in RCW 60.28, pending disposition
2 of suits or claims for damages brought against the county, city, or district.

3
4 Pursuant to RCW 4.24.115, where such claims, suits, or actions result from the concurrent
5 negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the
6 Contractor or the Contractor's agent or employees, the indemnity provisions provided in the
7 preceding paragraphs of this section shall be valid and enforceable only to the extent of the
8 Contractor's negligence or the negligence of its agents and employees.

9
10 This section is supplemented with the following:

11
12 THE CONTRACTOR SPECIFICALLY ASSUMES ALL POTENTIAL LIABILITY FOR
13 ACTIONS BROUGHT BY EMPLOYEES OF THE CONTRACTOR AND, SOLELY FOR THE
14 PURPOSE OF ENFORCING THE DEFENSE AND INDEMNIFICATION OBLIGATIONS
15 SET FORTH IN SECTION 1-07.14, THE CONTRACTOR SPECIFICALLY WAIVES ANY
16 IMMUNITY GRANTED UNDER THE STATE INDUSTRIAL INSURANCE LAW, RCW TITLE
17 51. THIS WAIVER HAD BEEN MUTUALLY NEGOTIATED BY THE PARTIES. THE
18 CONTRACTOR SHALL SIMILARLY REQUIRE THAT EACH SUBCONTRACTOR IT
19 RETAINS IN CONNECTION WITH THE PROJECT COMPLY WITH THE TERMS OF THIS
20 PARAGRAPH, WAIVE ANY IMMUNITY GRANTED UNDER RCW TITLE 51 AND ASSUME
21 ALL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE SUBCONTRACTOR.

22 23 **1-07.15 Temporary Water Pollution/Erosion Control**

24 The fourth paragraph is deleted.

25 26 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**

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

28
29 The Contractor shall prepare and implement a project-specific spill prevention, control, and
30 countermeasures plan (SPCC Plan) for the duration of the project. The Contractor shall
31 submit the plan to the Project Engineer no later than the date of the preconstruction
32 conference. No on-site construction activities may commence until the Contracting Agency
33 accepts an SPCC Plan for the project. SPCC Plan template and guidance information is
34 available at:

35 <http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm>.

36
37 The SPCC Plan shall address all fuels, petroleum products and hazardous materials, as
38 defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11).
39 Occupational safety and health requirements that may pertain to SPCC Plan
40 implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The
41 SPCC Plan shall address conditions that may be required by Section 3406 of the current
42 International Fire Code, or as approved by the local Fire Marshal.

43 44 **Implementation Requirements**

45 The Contractor shall update the SPCC Plan throughout project construction so that the
46 written plan reflects actual site conditions and practices. The Contractor shall update the
47 SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project
48 site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all
49 times.

50 51 **SPCC Plan Element Requirements**

52 The SPCC Plan shall set forth the following information in the following order:

- 53
54 1. Responsible Personnel

1 Identify the names, titles, and contact information for the personnel responsible for
2 implementing and updating the plan and for responding to spills.

3
4 2. Spill Reporting

5 List the names and telephone numbers of the Federal, State, and local agencies
6 the Contractor shall notify in the event of a spill.

7
8 3. Project and Site Information

9 Describe the following items:

- 10 A. The project Work.
- 11
- 12 B. The site location and boundaries.
- 13
- 14 C. The drainage pathways from the site.
- 15
- 16 D. Nearby waterways and sensitive areas and their distances from the site.
- 17

18
19 4. Potential Spill Sources

20 Describe each of the following for all potentially hazardous materials brought or
21 generated on-site (including materials used for equipment operation, refueling,
22 maintenance, or cleaning):

- 23
- 24 A. Name of material and its intended use.
- 25
- 26 B. Estimated maximum amount on-site at any one time.
- 27
- 28 C. Location(s) (including any equipment used below the ordinary high water
29 line) where the material will be staged, used, and stored and the
30 distance(s) from nearby waterways and sensitive areas.
- 31

32 5. Pre-Existing Contamination

33 Describe any pre-existing contamination and contaminant sources (such as buried
34 pipes or tanks) in the project area that are described in the Contract provisions
35 and Plans. Identify equipment and work practices that shall be used to prevent the
36 release of contamination.

37

38 6. Spill Prevention and Response Training

39 Describe how and when all project personnel, including refueling personnel and
40 other Subcontractors, shall be trained in spill prevention, containment, and
41 response and in the location of spill response kits.

42

43 7. Spill Prevention

44 Describe the following items:

- 45
- 46 A. The contents and locations of spill response kits that the Contractor shall
47 supply and maintain that are appropriately stocked, located in close
48 proximity to hazardous materials and equipment, and immediately
49 accessible.
- 50
- 51 B. Security measures for potential spill sources to prevent accidental spills
52 and vandalism.
- 53

- 1 C. Methods used to prevent stormwater from contacting hazardous
2 materials.
3
- 4 D. Secondary containment for each potential spill source listed in 4, above.
5 Secondary containment structures shall be in accordance with Section
6 S9.D.9 of Ecology's Construction Storm water General NPDES Permit,
7 where secondary containment means placing tanks or containers within
8 an impervious structure capable of containing 110% of the volume
9 contained in the largest tank within the containment structure. Double-
10 walled tanks do not require additional secondary containment.
11
- 12 E. BMP Methods used to prevent discharges to ground or water during
13 mixing and transfers of hazardous materials and fuel. Methods to control
14 pollutants shall use BMPs in accordance with Ecology's Construction
15 Stormwater General NPDES Permit. BMPs guidance is provided in
16 Ecology's Stormwater Management Manuals, such as Volume II –
17 Construction Stormwater Pollution Prevention, BMP C153 and Volume IV
18 Source Control BMPs.
19
- 20 F. Refueling procedures for equipment that cannot be moved from below
21 the ordinary high water line.
22
- 23 G. Daily inspection and cleanup procedures that ensure all equipment used
24 below the ordinary high water line is free of all external petroleum-based
25 products.
26
- 27 H. Routine equipment, storage area, and structure inspection and
28 maintenance practices to prevent drips, leaks or failures of hoses, valves,
29 fittings, containers, pumps, or other systems that contain or transfer
30 hazardous materials.
31
- 32 I. Site inspection procedures and frequency.
33
- 34 8. Spill Response
35 Outline the response procedures the Contractor shall follow for each scenario
36 listed below, indicating that if hazardous materials are encountered or spilled
37 during construction, the Contractor shall do everything possible to control and
38 contain the material until appropriate measures can be taken. Include a
39 description of the actions the Contractor shall take and the specific on-site spill
40 response equipment that shall be used to assess the spill, secure the area,
41 contain and eliminate the spill source, clean up spilled material, decontaminate
42 equipment, and dispose of spilled and contaminated material.
43
- 44 A. A spill of each type of hazardous material at each location identified in 4,
45 above.
46
- 47 B. Stormwater that has come into contact with hazardous materials.
48
- 49 C. A release or spill of any pre-existing contamination and contaminant
50 source described in 5, above.
51
- 52 D. A release or spill of any unknown pre-existing contamination and
53 contaminant sources (such as buried pipes or tanks) encountered during
54 project Work.

- 1
2 E. A spill occurring during Work with equipment used below the ordinary
3 high water line.
4

5 If the Contractor will use a Subcontractor for spill response, provide contact
6 information for the Subcontractor under item 1 (above), identify when the
7 Subcontractor shall be used, and describe actions the Contractor shall take while
8 waiting for the Subcontractor to respond.
9

10 9. Project Site Map

11 Provide a map showing the following items:

- 12
13 A. Site location and boundaries.
14
15 B. Site access roads.
16
17 C. Drainage pathways from the site.
18
19 D. Nearby waterways and sensitive areas.
20
21 E. Hazardous materials, equipment, and decontamination areas identified in
22 4, above.
23
24 F. Pre-existing contamination or contaminant sources described in 5,
25 above.
26
27 G. Spill prevention and response equipment described in 7 and 8, above.
28

29 10. Spill Report Forms

30 Provide a copy of the spill report form(s) that the Contractor shall use in the event
31 of a release or spill.
32

33 **Payment**

34 Payment will be made in accordance with Section 1-04.1 for the following bid item when it
35 is included in the Proposal.
36

37 "SPCC Plan," lump sum.
38

39 When the written SPCC Plan is accepted by Contracting Agency, the Contractor shall
40 receive 50-percent of the lump sum Contract price for the plan. The remaining 50-percent
41 of the lump sum price will be paid after the materials and equipment called for in the Plan
42 are mobilized to the project.
43

44 The lump sum payment for "SPCC Plan" shall be full pay for all costs associated with
45 creating and updating the accepted SPCC Plan, all costs associated with the set up of
46 prevention measures, and implementing the current SPCC Plan as required by this
47 Specification.
48

49 As to other costs associated with releases or spills, including restocking spill kits, the
50 Contractor may request payment as provided for in the Contract. No payment shall be
51 made if the release or spill was caused by or resulted from the Contractor's operations,
52 negligence, or omissions.
53

1 **1-07.16(2) Vegetation Protection and Restoration**

2 The second paragraph is revised to read:

3
4 Damage which may require replacement of vegetation includes torn bark stripping, broken
5 branches, exposed root systems, cut root systems, poisoned root systems, compaction of
6 surface soil and roots, puncture wounds, drastic reduction of surface roots or leaf canopy,
7 changes in grade greater than 6-inches, or any other changes to the location that may
8 jeopardize the survival or health of the vegetation to be preserved.

9
10 The third paragraph is revised to read:

11
12 When large roots of trees designated to be saved are exposed by the Contractor's
13 operation, they shall be wrapped with heavy, moist material such as burlap or canvas for
14 protection and to prevent excessive drying. The material shall be kept moist and securely
15 fastened until the roots are covered to finish grade. All material and fastening material shall
16 be removed from the roots before covering. All roots 1-inch or larger in diameter, which are
17 damaged, shall be pruned with a sharp saw or pruning shear. Damaged, torn, or ripped
18 bark shall be removed as designated by the Engineer at no additional cost to the
19 Contracting Agency.

20
21 The fourth paragraph is revised to read:

22
23 Any pruning activity required to complete the Work as specified shall be performed by a
24 Certified Arborist as designated by the Engineer.

25
26 **1-07.18 Public Liability and Property Damage Insurance**

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

28
29 **1-07.18 Public Liability and Property Damage Insurance**

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

- 35
36 1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and
37 property damage liability coverage with limits of \$3,000,000 per occurrence and, per
38 project, in the aggregate for each policy period, written on Insurance Services Office
39 (ISO) form CG0009 1204, together with Washington State Department of
40 Transportation amendatory endorsement CG 2908 1195, specifying the Contracting
41 Agency, the State, the Governor, the Commission, the Secretary, the Department and
42 all officers and employees of the State as named insured.
- 43
44 2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its
45 equivalent with minimum limits of \$3,000,000 per occurrence and in the aggregate for
46 each one year policy period. This coverage may be any combination of primary,
47 umbrella or excess liability coverage affording total liability limits of not less than
48 \$3,000,000 per occurrence and in the aggregate. Products and completed operations
49 coverage shall be provided for a period of three years following Substantial Completion
50 of the Work.
- 51
52 3. Commercial Automobile Liability Insurance providing bodily injury and property
53 damage liability coverage for all owned and nonowned vehicles assigned to or used in
54 the performance of the Work with a combined single limit of not less than \$1,000, 000

1 each occurrence. This coverage may be any combination of primary, umbrella or
2 excess liability coverage affording total liability limits of not less than \$1,000,000 per
3 occurrence with the State named as an additional insured or designated insured in
4 connection with the Contractor's Performance of the Contract. If pollutants are to be
5 transported, MCS 90 and CA 99 48 endorsements are required on the Commercial
6 Automobile Liability insurance policy unless in-transit pollution risk is covered under a
7 Pollution Liability insurance policy.
8

- 9 4. The Contractor shall be Named Insured and the Contracting Agency, the State, the
10 Governor, the Commission, the Secretary, the Department, all officers and employees
11 of the State, and their respective members, directors, officers, employees, agents and
12 consultants (collectively the "Additional Insureds") shall be included as Additional
13 Insureds for all policies and coverages specified in this Section, with the exception of
14 the OCP policy. Said insurance coverage shall be primary and non-contributory
15 insurance with respect to the insureds and the Additional Insureds. Any insurance or
16 self-insurance beyond that specified in this Contract that is maintained by any
17 Additional Insured shall be in excess of such insurance and shall not contribute with it.
18 All insurance coverage required by this Section shall be written and provided by
19 "occurrence-based" policy forms rather than by "claims made" forms.
20

21 All endorsements adding Additional Insureds to required policies shall be issued on (i)
22 form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency,
23 providing the Additional Insureds with all policies and coverages set forth in this
24 Section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20
25 48 or forms deemed equivalent by Contracting Agency, providing the Additional
26 Insureds with all coverage's required under the Commercial Automobile Liability.
27

- 28 5. The coverage limits to be provided by Contractor for itself and to the Contracting
29 Agency and Additional Insureds pursuant to this section or any Special Provision, shall
30 be on a "per project" aggregate basis with the minimum limits of liability as set forth
31 herein for both general liability and products/completed operations claims. The
32 additional insured coverage required under this Section for products/completed
33 operations claims shall remain in full force and effect for not less than three years
34 following Substantial Completion of the project. If the Contractor maintains, at any
35 time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any
36 Special Provision, then those additional coverage limits shall also apply to the
37 Contracting Agency and the Additional Insureds. This includes, but is not limited to, any
38 coverage limits provided under any risk financing program of any description, whether
39 such limits are primary, excess, contingent or otherwise.
40

- 41 6. All insurance policies and coverage's required under Section 1-07.18 and Section 1-
42 07.10 shall contain a waiver of subrogation against the Contracting Agency, the State,
43 any Additional Insured and their respective departments, agencies, boards, and
44 commissions and their respective officers, officials, agents, and employees for losses
45 arising from Work performed by or on behalf of the Contractor. This waiver has been
46 mutually negotiated by the parties.
47

- 48 7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance
49 that complies with all applicable requirements of the Contractor-provided insurance as
50 set forth herein, in circumstances where the Subcontractor is not covered by the
51 Contractor-provided insurance. The Contractor shall have sole responsibility for
52 determining the limits of coverage required, if any, to be obtained by Subcontractors,
53 which determination shall be made in accordance with reasonable and prudent
54 business practices. In the event that a Subcontractor is required to add the Contractor

1 as an additional insured pursuant to its contract for Work at the Project, then the
2 Contractor shall also cause each Subcontractor to include the Contracting Agency and
3 the Additional Insureds as additional insureds as well, for primary and non-contributory
4 limits of liability under each Subcontractor's Commercial General Liability, Commercial
5 Automobile Liability and, any other coverage's which may be required pursuant to a
6 "Special Provision".
7

- 8 8. Unless specifically noted otherwise in the Contract Documents, the parties to this
9 Contract do not intend by any of the provisions of this Contract to cause the public or
10 any member thereof or any other Person to be a third party beneficiary of the Contract
11 Documents. Nothing in this Contract authorizes anyone not a party to this Contract or
12 a designated third party beneficiary to this Contract to maintain a suit for personal
13 injuries or property damage pursuant to the terms or provisions of this Contract. It is
14 the further intent of the Contracting Agency and the Contractor in executing the Form
15 of Contract that no individual, firm, corporation or any combination thereof which
16 supplies materials, labor, services, or equipment to the Contractor for the performance
17 of the Work shall become thereby a third party beneficiary of this Contract.
18

19 The Contract Documents shall not be construed to create a contractual relationship of
20 any kind between the Contracting Agency and a Subcontractor or any other Person
21 except the Contractor.
22

- 23 9. The Owners and Contractors Protective Insurance policy shall not be subject to a
24 deductible or contain provisions for a deductible. The Commercial General Liability
25 policy and the Commercial Automobile Liability Insurance policy may, at the discretion
26 of the Contractor, contain such provisions. If a deductible applies to any claim under
27 these policies, then payment of that deductible will be the responsibility of the
28 Contractor, notwithstanding any claim of liability against the Contracting Agency.
29 However in no event shall any provision for a deductible provide for a deductible in
30 excess of \$50,000.00.
31
- 32 10. With the exception of the Commercial Automobile liability coverage, no policies of
33 insurance required under this Section shall contain an arbitration or alternative dispute
34 resolution clause applicable to disputes between the insurer and its insureds. Any and
35 all disputes concerning (i) terms and scope of insurance coverage afforded by the
36 policies required hereunder and/or (ii) extra contractual remedies and relief which may
37 be afforded policy holders in connection with coverage disputes, shall be resolved in
38 Washington Superior Court, applying Washington law.
39
- 40 11. Prior to Contract execution, the Contractor shall file with the Department of
41 Transportation, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420,
42 ACORD Form Certificates of Insurance evidencing the minimum insurance coverages
43 required under these Specifications. Within 30 days of being awarded a Contract, the
44 Contractor shall provide the Department with complete copies, which may be
45 electronic copies, of all insurance policies required under this section and any Special
46 Provisions.
47
- 48 12. The Contractor shall provide written notice to the Engineer of any policy cancellations
49 and provide the Department of Transportation, Contract Payment Section, P.O. Box
50 47420 Olympia, WA 98504-7420, by U.S Mail, notice of any policy cancellation within
51 two business days of receipt of cancellation.
52
- 53 13. Failure on the part of the Contractor to maintain the insurance as required, or to not
54 provide certification and copies of the insurance prior to the time specified in

1 subsection 11 above, shall constitute a material breach of Contract upon which the
2 Contracting Agency may, after giving 5-business days notice to the Contractor to
3 correct the breach, immediately terminate the Contract or, at its discretion, procure or
4 renew such insurance and pay any and all premiums in connection therewith, with any
5 sums so expended to be repaid to the Contracting Agency on demand, or at the sole
6 discretion of the Contracting Agency, offset against funds due the Contractor from the
7 Contracting Agency. All costs for insurance, including any payments of deductible
8 amounts, shall be considered incidental to and included in the unit Contract prices and
9 no additional payment will be made.
10

11 **SECTION 1-08, PROSECUTION AND PROGRESS**

12 **April 4, 2011**

13 **1-08.1 Subcontracting**

14 The second and third sentences in the eighth paragraph are revised to read:

15
16 This Certification shall be submitted to the Project Engineer on WSDOT form 421-023,
17 "Quarterly Report of Amounts Paid as MBE/WBE Participants" quarterly for the State fiscal
18 quarters: January 1 through March 31, April 1 through June 30, July 1 through September
19 30, October 1 through December 31, and for any remaining portion of a quarter through
20 Physical Completion of the Contract. The report is due 20 calendar days following the fiscal
21 quarter end or 20-calendar days after Physical Completion of the Contract.
22

23 The first sentence in the ninth paragraph is revised to read:

24
25 On all projects funded with both Contracting Agency funds and Federal assistance the
26 Contractor shall submit a "Quarterly Report of Amounts Credited as DBE Participation" on a
27 quarterly basis in which DBE work is accomplished, for every quarter in which the Contract
28 is active or upon completion of the project, as appropriate.
29

30 The last sentence in the ninth paragraph is revised to read:

31
32 When required, this "Quarterly Report of Amounts Credited as DBE Participation" is in lieu
33 of WSDOT form 421-023, "Quarterly Report of Amounts Paid as MBE/WBE Participants".
34

35 **1-08.5 Time for Completion**

36 The last two sentences in the first paragraph are revised to read:

37
38 When any of these holidays fall on a Sunday, the following Monday shall be counted a
39 nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be
40 counted a nonworking day. The days between December 25 and January 1 will be
41 classified as nonworking days.
42

43 Item number 2.c. in the sixth paragraph is revised to read:

- 44
45 c. Quarterly Reports of Amounts Paid as MBE/WBE Participants, or Quarterly Reports of
46 Amounts Credited as DBE Participation, as required by the Contract Provisions.
47

1 **SECTION 1-09, MEASUREMENT AND PAYMENT**

2 **August 1, 2011**

3 **1-09.2(1) General Requirement for Weighing Equipment**

4 This section is revised to read:

5
6 Unless specified otherwise, any Highway or Bridge construction materials to be
7 proportioned or measured and paid for by weight shall be weighed on a scale.

8
9 **Scales**

10 Scales shall:

- 11
12 1. be accurate to within 0.5-percent of the correct weight throughout the range of
13 use;
14
15 2. not include spring balances;
16
17 3. include beams, dials, or other reliable readout equipment;
18
19 4. be built to prevent scale parts from binding, vibrating, or being displaced and to
20 protect all working parts and;
21
22 5. be carefully maintained, with bunkers and platforms kept clear of accumulated
23 materials that could cause errors.
24

25 **Scale Operations**

26 Contractor provided scale operations are defined as operations where a scale is set up by
27 the Contractor specifically for the project and most, if not all, material weighed on the scale
28 is utilized for Contract Work. In this situation, the Contractor shall provide a person to
29 operate the project scale, write tickets, perform scale checks and prepare reports.
30

31 Commercial scale operations include the use of established scales used to sell materials to
32 the public on a regular basis. In addition, for the purposes of this specification, all batch,
33 hopper, and belt scales are considered to be commercial scales. When a commercial
34 scale is used as the project scale, the Contractor may utilize a commercial scale operator
35 provided it is at no additional cost to the contracting agency.
36

37 In addition, the Contractor shall ensure that:

- 38
39 1. the Engineer is allowed to observe the weighing operation and check the daily
40 scale weight record;
41
42 2. scale verification checks are performed at the direction of the Contracting Agency
43 (see Section 1-09.2(5));
44
45 3. several times each day, the scale operator records and makes certain the platform
46 scale balances and returns to zero when the load is removed; and
47
48 4. test results and scale weight records for each day's hauling operations are
49 provided to the Engineer daily. Unless otherwise approved, reporting shall utilize
50 form 422-027, Scalemans' Daily Report.
51

1 **Trucks and Tickets**

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

- 7
- 8 1. date of haul;
 - 9
 - 10 2. contract number;
 - 11
 - 12 3. contract unit Bid item;
 - 13
 - 14 4. unit of measure;
 - 15
 - 16 5. identification number of hauling vehicle; and
 - 17
 - 18 6. weight delivered
 - 19
 - 20 a. net weight in the case of batch and hopper scales
 - 21
 - 22 b. gross weight, tare and net weight in the case of platform scales (tare may be
23 omitted if a tare beam is used)
 - 24
 - 25 c. approximate load out weight in the case of belt conveyor scales
 - 26

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

30

31 **1-09.2(2) Specific Requirements for Batching Scales**

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

33

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

36

37 **1-09.2(3) Specific Requirements for Platform Scales**

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

39

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

41

42 The third paragraph is deleted.

43

44 **1-09.2(5) Measurement**

45 This section is revised to read:

46

47 **Scale Verification Checks**

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

51

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

1
2 The verification will consist of one of the following methods and be at the Contractor's
3 option:

- 4
5 1. Weigh a loaded truck on a separate certified platform scale designated by the
6 Contractor, for the purpose of scale verification.
7
8 2. Weigh a vehicle that weighs at least 10,000 pounds on a separate certified scale
9 and then check the project scale with it.
10
11 3. Establish a certified fixed load weighing at least 10,000 pounds as a check-weight.
12 The certification shall consist of an affidavit affirming the correct weight of the fixed
13 load.
14

15 Should the scale verification check reveal a weight difference of more than 0.5-percent, a
16 second scale verification check shall be performed immediately. If the weight differences of
17 both comparison checks exceed the 0.5-percent limit and the scale has been over
18 weighing, the Contractor shall immediately stop weighing and the scale shall be recertified
19 at the Contractor's expense. If the weight difference of both comparison checks exceed the
20 0.5-percent limit and the scale is under weighing, it shall be adjusted immediately. The
21 Contractor will not be compensated for any loss from under weighing.
22

23 ***Belt Scales***

24 To test the accuracy of a belt-conveyor scale, the Contractor shall weigh five or more
25 payloads from sequential hauling units and compare these weights with weights of the
26 same payloads taken on a separate certified platform scale. If the test results fluctuate, the
27 Engineer may require more than five check loads. Conveyor weights will be based on
28 tonnage values taken from the sealed odometer at the beginning and end of each check
29 period.
30

31 If scale verification checks show the scale has been under weighing, it shall be adjusted
32 immediately. The Contractor will not be compensated for any loss from under weighing.
33

34 If scale verification checks show the scale has been overweighing, its operation will cease
35 immediately until adjusted.
36

37 ***Minor Construction Items***

38 If the specifications and plans require weight measurement for minor construction items,
39 the Contractor may request permission to convert volume to weight. If the Engineer
40 approves, an agreed factor may be used to make this conversion and volume may be used
41 to calculate the corresponding weight for payment.
42

43 **1-09.2(6) Payment**

44 This section is revised to read:

45
46 Unless specified otherwise the Contracting Agency will pay for no materials received by
47 weight unless they have been weighed as required in this section or as required by another
48 method the Engineer has approved in writing.
49

50 The Contractor shall not be compensated for any loss from under weighing that is revealed
51 by scale verification checks.
52

53 If scale verification checks reveal that the scale is over weighing, then payment for all
54 material weighed since the last valid scale verification check will be adjusted. The

1 contracting agency will calculate the combined weight of all materials weighed after the last
2 verification check showing accurate results. This combined weight will then be reduced for
3 payment by the percentage of scale error that exceeds 0.5-percent unless the Contractor
4 demonstrates to the satisfaction of the Engineer that the defect in the scale was present for
5 a lesser period of time.
6

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

- 10 • furnishing, installing, certifying, and maintaining scales;
- 11 • providing a weigher to operate a Contractor provided scale;
- 12 • providing a weigher to operate a commercial scale, if necessary;
- 13 • providing self-printing tickets, if necessary;
- 14 • rerouting a truck for verification weighing;
- 15 • assisting the Engineer with scale verification checks;
- 16 • any other related costs associated with meeting the requirements of this section.

24 **1-09.9 Payments**

25 The first paragraph is revised to read:

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

28 The Contractor shall submit a breakdown of the cost of lump sum Items to enable the
29 Project Engineer to determine the Work performed on a monthly basis. Lump sum item
30 breakdowns shall be submitted prior to the first progress payment that includes payment for
31 the Bid Item in question. A breakdown is not required for lump sum items that include a
32 basis for incremental payments as part of the respective Specification. Absent a lump sum
33 breakdown the Project Engineer will make a determination based on information available.
34 The Project Engineer's determination of the cost of work shall be final.
35

36 In the third paragraph, the second sentence is deleted.

37 **1-09.11(1)A Disputes Review Board Membership**

38 This section is supplemented with the following new paragraph:

39 The Contracting Agency and Contractor shall indemnify and hold harmless the Board
40 Members from and against all claims, damages, losses and expenses, including but not
41 limited to attorney's fees arising out of and resulting from the actions and recommendations
42 of the Board.
43

44 **SECTION 1-10, TEMPORARY TRAFFIC CONTROL** 45 **April 4, 2011**

46 In Division 1-10, all references to "truck mounted" are revised to read "transportable".

1
2 **1-10.1 General**

3 The following sentence is inserted at the beginning of this section:
4

5 Temporary traffic control refers to the control of all types of traffic, including vehicles,
6 bicyclists, and pedestrians (including pedestrians with disabilities).
7

8 **1-10.2(1)A Traffic Control Management**

9 Item number 2. in the first paragraph is revised to read:
10

- 11 2. Providing the Contractor's designated TCS with approved Traffic Control Plans (TCPs)
12 which are compatible with the Work operations and traffic control for which they will be
13 implemented. Having the latest adopted edition of the Manual On Uniform Traffic
14 Control Devices for Streets and Highways (MUTCD,) including the Washington State
15 Modifications to the MUTCD, the most current edition of the Public Rights-Of-Way
16 Accessibility Guidelines (PROWAG), and applicable standards and Specifications
17 available at all times on the project.
18

19 **1-10.2(1)B Traffic Control Supervisor**

20 Item number 1. in the third paragraph is revised to read:
21

- 22 1. Having a current set of approved traffic control plans (TCPs), applicable Contract
23 Provisions as provided by the Contractor, the latest adopted edition of the MUTCD,
24 including the Washington State Modifications to the MUTCD, the book Quality
25 Guidelines for Temporary Work Zone Traffic Control Devices, the most current edition
26 of the PROWAG, and applicable standards and Specifications.
27

28 The third paragraph is supplemented with the following:
29

- 30 7. Ensuring that all pedestrian routes or access points, existing or temporary, are kept
31 clear and free of obstructions and that all temporary pedestrian routes or access points
32 are detectable and accessible to persons with disabilities as provided for in the
33 approved Plans.
34

35 **1-10.2(2) Traffic Control Plans**

36 The second paragraph is revised to read:
37

38 When the Contractor's chosen method of performing the Work in the Contract requires
39 some form of temporary traffic control for vehicles, bicyclists, or pedestrians, the Contractor
40 shall either: (1.) designate and adopt, in writing, the traffic control plan or plans from the
41 Contract documents that support that method; or (2.) submit a Contractor's plan that
42 modifies, supplements or replaces a plan from the Contract documents. Any Contractor-
43 proposed modification, supplement or replacement shall show the necessary construction
44 signs, flaggers, spotters and other traffic control devices required to support the Work. Any
45 Contractor-proposed traffic control plan shall conform to the established standards for plan
46 development as shown in the MUTCD, Part 6 and the most current edition of the
47 PROWAG. The Contractor's submittal, either designating and adopting a traffic control plan
48 from the Contract documents or proposing a Contractor-developed plan, shall be provided
49 to the Engineer for approval at least 10-calendar days in advance of the time the signs and
50 other traffic control devices are scheduled to be installed and utilized. The Contractor shall
51 be solely responsible for submitting any proposed traffic control plan or modification,
52 obtaining the Engineer's approval and providing copies of the approved Traffic Control
53 Plans to the Traffic Control Supervisor.
54

1 **1-10.2(3) Conformance to Established Standards**

2 The reference "(TMA's)" in the paragraph that starts with "Category 3" is deleted.

3
4 The first paragraph is revised to read:

5
6 Flagging, signs, and all other traffic control devices and procedures furnished or provided
7 shall conform to the standards established in the latest WSDOT adopted edition of the
8 Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) published
9 by the U.S. Department of Transportation and the Washington State Modifications to the
10 MUTCD and the most current edition of the Public Rights-Of-Way Accessibility Guidelines
11 (PROWAG). Judgment of the quality of devices furnished will be based upon Quality
12 Guidelines for Temporary Traffic Control Devices, published by the American Traffic Safety
13 Services Association. Copies of the MUTCD and Quality Guidelines for Temporary Control
14 Devices may be purchased from the American Traffic Safety Services Association, 15
15 Riverside Parkway, Suite 100, Fredericksburg, Virginia 22406-1022. The Washington State
16 Modifications to the MUTCD may be obtained from the Department of Transportation,
17 Olympia, Washington 98504. The most current edition of the Public Rights-Of-Way
18 Accessibility Guidelines (PROWAG) can be downloaded from the United States Access
19 Board web site ([www. access-board.gov](http://www.access-board.gov)).

20
21 **1-10.3(1) Traffic Control Labor**

22 The first paragraph is revised to read:

23
24 The Contractor shall furnish all personnel for flagging, spotting, for the execution of all
25 procedures related to temporary traffic control and for the setup, maintenance and removal
26 of all temporary traffic control devices and construction signs necessary to control vehicular,
27 bicycle, and pedestrian traffic during construction operations.

28
29 **1-10.3(2)C Lane Closure Setup/Takedown**

30 Item number 1 in the first paragraph is revised to read:

- 31
32 1. If the Plans show a portable changeable message sign, it shall be established in
33 advance of the operation; far enough back to provide warning of both the operation
34 and any queue of traffic that has formed during the operation.

35
36 In the second paragraph, the reference to "TMA/arrow board" is revised to read "transportable
37 attenuator/arrow board".

38
39 **1-10.3(3) Traffic Control Devices**

40 The following paragraph is inserted at the beginning of this section:

41
42 Traffic control devices, including signs, furnished or provided shall conform to the standards
43 established in the latest WSDOT adopted edition of the Manual On Uniform Traffic Control
44 Devices for Streets and Highways (MUTCD,) published by the U.S. Department of
45 Transportation and the Washington State Modifications to the MUTCD. Requirements for
46 pedestrian traffic control devices are addressed in the MUTCD.

47
48 **1-10.3(3)A Construction Signs**

49 In the fourth paragraph "height" is replaced with "top of the ballast".

50
51 **1-10.3(3)J Truck Mounted Attenuator**

52 The title for this section is revised to read:

1 **1-10.3(3)J Transportable Attenuator**

2
3 In the second and fourth paragraphs, the references to "TMA" are revised to read
4 "Transportable Attenuator".

5
6 In the first paragraph, the first sentence is revised to read:

7
8 Where shown on an approved traffic control plan or where ordered by the Engineer, the
9 Contractor shall provide, operate, and maintain transportable impact attenuators as
10 required in Section 9-35.12.

11
12 In the third paragraph, the reference to "truck's" is revised to read "host vehicle's".

13
14 **1-10.4(2) Item Bids with Lump Sum for Incidentals**

15 All references to "Truck Mounted Impact Attenuator(s)" are revised to read "Transportable
16 Attenuator(s)".

17
18 In the eighth paragraph, the first sentence is revised to read:

19
20 "Transportable Attenuator" will be measured per each one time only for each host vehicle
21 with mounted or attached impact attenuator used on the project.

22
23 In the last sentence of the ninth paragraph, the reference to "TMA" is replaced with
24 "transportable attenuator".

25
26 This Section is supplemented with the following:

27
28 No specific unit of measurement will apply to the lump sum item of "Pedestrian Traffic
29 Control."

30
31 **1-10.5(2) Item Bids with Lump Sum for Incidentals**

32 All references to "truck mounted impact attenuator(s)" are revised to read "transportable
33 attenuator(s)".

34
35 This Section is supplemented with the following:

36
37 "Pedestrian Traffic Control", lump sum.

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

41
42 **SECTION 3-01, PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**
43 **August 1, 2011**

44 **3-01.4(4) Gravel Base**

45 The second paragraph is deleted.

46

47

1 **SECTION 9-03, AGGREGATES**
 2 **August 1, 2011**

3 In this Division, all references to "AASHTO TP 61" are revised to read "AASHTO T 335".
 4

5 **9-03.4(2) Grading and Quality**

6 In the "Crush Screening Percent Passing" table, the sixth column titled "3/8 – No. 10" is deleted.
 7

8 **9-03.10 Aggregate for Gravel Borrow**

9 The first paragraph is revised to read:

10
 11 Gravel base shall consist of granular material, either naturally occurring or processed. It
 12 shall be essentially free from various types of wood waste or other extraneous or
 13 objectionable materials. It shall have such characteristics of size and shape that it will
 14 compact readily and the maximum particle size shall not exceed $\frac{2}{3}$ of the depth of the layer
 15 being placed.
 16

17 The second paragraph is deleted.
 18

19 **9-03.11(2) Streambed Cobbles**

20 The first paragraph is revised to read:

21
 22 Streambed cobbles shall be clean, naturally occurring water rounded gravel material.
 23 Streambed cobbles shall have a well graded distribution of cobble sizes and conform to
 24 one or more of the following gradings as shown in the Plans:
 25

Percent Passing					
Approximate Size ^{Note 1}	4" Cobbles	6" Cobbles	8" Cobbles	10" Cobbles	12" Cobbles
12"					100
10"				100	70-90
8"			100	70-90	
6"		100	70-90		
5"		70-90			30-60.
4"	100			30-60.	
3"	70-90		30-60.		
2"		30-60.			
1½"	20-50				
¾"	10 max.	10 max.	10 max.	10 max.	10 max.

26
 27 In the second paragraph, "determine" is revised to read "determined".
 28

29 **9-03.12(1)B Class B**

30 This section is revised to read:
 31

1 Gravel backfill for foundations, Class B, shall conform to the requirements of Section 9-
2 03.10.

3 4 **9-03.20 Test Methods for Aggregates**

5 The last row of the table is deleted.

6 7 **9-03.21(1) General Requirements**

8 This sections content is deleted and replaced with:

9
10 Hot Mix Asphalt, Concrete Rubble, Recycled Glass and Steel Furnace Slag may be used
11 as, or blended uniformly with, naturally occurring materials for aggregates. The final
12 blended product and the recycled material component included in a blended product shall
13 meet the specification requirements for the specified type of aggregate. The Contracting
14 Agency may collect verification samples at any time. Blending of more than one type of
15 recycled material into the naturally occurring materials requires approval of the Engineer
16 prior to use.

17
18 Recycled materials obtained from the Contracting Agency's roadways will not require
19 toxicity testing or certification for toxicity characteristics.

20
21 Recycled materials that are imported to the job site will require testing and certification for
22 toxicity characteristics. The recycled material supplier shall keep all toxicity test results on
23 file and provide copies to the Project Engineer upon request. The Contractor shall provide
24 the following:

- 25
- 26 • Identification of the recycled materials proposed for use.
- 27
- 28 • Sampling documentation no older than 90 days from the date the recycled
29 material is placed on the project. Documentation shall include a minimum of 5
30 samples tested for total lead content by EPA Method 6010. Total lead test results
31 shall not exceed 250 ppm. For samples that exceed 100 ppm, that sample must
32 then be prepared by EPA Method 1311, the Toxicity Characteristic Leaching
33 Procedure (TCLP), where liquid extract is analyzed by EPA Method 6010B. The
34 TCLP test must be below 5.0 ppm.
- 35
- 36 • Certification that the recycled materials are not Washington State Dangerous
37 Wastes per the Dangerous Waste Regulations WAC 173-303.
- 38
- 39 • Certification that the recycled materials are in conformance with the requirements
40 of the Standard Specifications prior to delivery. The certification shall include the
41 percent by weight of each recycled material.
- 42

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

44 45 **9-03.21(1)E Table on Maximum Allowable Percent (by weight) of Recycled** 46 **Material**

47 48 **9-03.21(1)A Recycled Hot Mix Asphalt**

49 This section is revised to read:

50
51 For recycled materials incorporating hot mix asphalt the product supplier shall certify that
52 the blended material does not exceed the Maximum Allowable Percentage of hot mix
53 asphalt shown in Table 9-03.21(1)E.

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9-03.21(1)B Recycled Portland Cement Concrete Rubble

This section including title is revised to read:

9-03.21(1)B Vacant

9-03.21(1)C Recycled Glass Aggregates

This section including title is revised to read:

9-03.21(1)C Vacant

9-03.21(1)D Recycled Steel Furnace Slag

The last row of the table is revised to read:

Bank Run Gravel for Trench Backfill	9-03.19	20	100	100	20
--	---------	----	-----	-----	----

The table is moved from this sub-section to the new sub-section **9-03.21(1)E Table on Maximum Allowable Percent (by weight) of Recycled Material.**

Informational Only - NOT FOR BIDDING

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Informational Only - NOT FOR BIDDING

1 **SPECIAL PROVISIONS**

2
3 **INTRODUCTION**

4 The following Special Provisions are made a part of this contract and supersede any conflicting
5 provisions of the 2008 Standard Specifications for Road, Bridge and Municipal Construction,
6 and the foregoing Amendments to the Standard Specifications.

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

- 10
11 (date) General Special Provision
12 (*****) Notes a revision to a General Special Provision
13 and also notes a Project Specific Special Provision.
14 (Regions1 date) Region Special Provision
15 (BSP date) Bridges and Structures Special Provision
16

17 **General Special Provisions** are similar to Standard Specifications in that they typically apply to
18 many projects, usually in more than one Region. Usually, the only difference from one project
19 to another is the inclusion of variable project data, inserted as a "fill-in".
20

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

- 23
24 Regions1
25 ER Eastern Region
26 NCR North Central Region
27 NWR Northwest Region
28 OR Olympic Region
29 SCR South Central Region
30 SWR Southwest Region
31
32 WSF Washington State Ferries Division
33

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

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

41
42 **DIVISION 1 GENERAL REQUIREMENTS**

43
44 **DEFINITIONS AND TERMS**

45
46 **1-01.3 Definitions**

47 This Section is supplemented with the following:

- 48
49 (*****)
50 The venue of all causes of action arising from the advertisement, award, execution, and
51 performance of the contract shall be in the Superior Court of Grant County, Washington.
52

1 All references to "State" or "State of Washington" are changed to "Grant County,
2 Washington".

3
4 All references to "Commission", "Secretary of Transportation", or "Washington State
5 Transportation Commission", are changed to "Board of County Commissioners, Grant
6 County, Washington".

7
8 All references to "Department", or "Department of Transportation" are changed to
9 "Department of Public Works, Grant County, Washington".

10
11 All references to "Superior Court of Thurston County, Washington" are changed to
12 "Superior Court of Grant County, Washington".

13 14 **DESCRIPTION OF WORK**

15
16 (*****)

17 This contract provides for crushing, screening and stockpiling 340,000 tons of crushed surfacing
18 mineral aggregates and other work at seven locations in Grant County, WA all in accordance
19 with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

20 21 **BID PROCEDURES AND CONDITIONS**

22 23 **1-02.1 Prequalification of Bidders**

24 Delete this Section and replace it with the following:

25 26 1-02.1 Qualifications of Bidder

27
28 (*****)

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

30
31 Before award of a public works contract, a bidder must meet the following responsibility
32 criteria to be considered a responsible bidder and qualified to be awarded a public works
33 project. The bidder must:

- 34
35 (a) At the time of bid submittal, have a certificate of registration in compliance with
36 chapter 18.27 RCW;
37 (b) Have a current state unified business identifier number;
38 (c) If applicable, have industrial insurance coverage for the bidder's employees working
39 in Washington as required in Title 51 RCW; an employment security department
40 number as required in Title 50 RCW; and a state excise tax registration number as
41 required in Title 82 RCW; and
42 (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010
43 or 39.12.065(3).
44 (e) Bidders shall be qualified by experience, financing, equipment, and organization to
45 do the work called for in the Contract Documents. The Contracting Agency reserves
46 the right to take whatever action it deems necessary to ascertain the ability of the
47 bidder to perform the work satisfactorily. The Contracting Agency's actions may
48 include a pre-qualification procedure prior to the bidder being furnished a proposal
49 form on any contract, or a pre-award survey of the bidder's qualifications prior to
50 award.
51
52
53

1 **Preparation of Proposal**

2 (August 2, 2004)

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

4
5 **Public Opening Of Proposal**

6 Section 1-02.12 is supplemented with the following:

7
8 (*****)

9 *Date Of Opening Bids*

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

11
12 The Office of the Board of County Commissioners, Grant County Courthouse, Room
13 207, 35 C St. NW, P.O. Box 37, Ephrata, WA 98823

14
15 The bid opening date for this project is **January 10, 2012**. Bids received will be publicly
16 opened and read after **1:30 P.M.** on this date.

17
18 **1-02.13 Irregular Proposals**

19 (October 1, 2005 APWA GSP)

20
21 Revise item 1 to read:

- 22
23 1. A proposal will be considered irregular and will be rejected if:
- 24 a. The bidder is not prequalified ~~when so required~~;
 - 25 b. The authorized proposal form furnished by the Contracting Agency is not
26 used or is altered;
 - 27 c. The completed proposal form contains any unauthorized additions,
28 deletions, alternate bids, or conditions;
 - 29 d. The bidder adds provisions reserving the right to reject or accept the
30 award, or enter into the contract;
 - 31 e. A price per unit cannot be determined from the bid proposal;
 - 32 f. The proposal form is not properly executed;
 - 33 g. The bidder fails to submit or properly complete a subcontractor list, if
34 applicable, as required in Section 1 02.6.
 - 35 h. The bidder fails to submit or properly complete a Disadvantaged, Minority
36 or Women's Business Enterprise Certification, if applicable, as required in
37 Section 1-02.6;
 - 38 i. The bid proposal does not constitute a definite and unqualified offer to
39 meet the material terms of the bid invitation; or
 - 40 j. More than one proposal is submitted for the same project from a Bidder
41 under the same or different names.
- 42

43 **1-02.14 Disqualification of Bidders**

44 (March 25, 2009 APWA GSP, Option B)

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

47 A Bidder will be deemed not responsible if:

- 48 1. the Bidder does not meet the mandatory bidder responsibility criteria in
49 RCW 39.04.350(1), as amended; or
- 50 2. evidence of collusion exists with any other Bidder or potential Bidder.
51 Participants in collusion will be restricted from submitting further bids; or
52

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

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

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

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

CONTROL OF WORK

Inspection of Work and Materials

1 Section 1-05.6 is supplemented with the following:
2

3 (*****)

4 **Portable Testing Laboratory**

5 The Contractor shall supply a portable aggregate testing laboratory complete with heat,
6 lights, testing equipment, desk and chair for use by the Contracting Agency. The
7 laboratory shall contain at least 120 square feet of floor area. The doors and desk are to
8 be equipped with locks and the lighting is to be adequate for the intended paper work.
9 The laboratory shall contain all equipment required to perform WSDOT tests for
10 gradation (sieve analysis) and SE (sand equivalent), as described in the WSDOT
11 Construction Manual and WSDOT Laboratory Manual. Electronic scales are mandatory.
12 A dry sink used to wash aggregate samples and divert wash water outside is required.
13 Plumbing of water supply is optional.
14

15 All costs for providing and maintaining the portable testing laboratory shall be considered
16 incidental and included in other items of work.
17

18 (*****)

19 **Power Source**

20 The County might use their own Portable Testing Laboratory on this Contract and if so, ,
21 the Contractor shall provide the County a power source(s) and a power cord(s) of
22 sufficient length to reach the County's laboratory trailer(s) which may be set up at the
23 site. The Contractor and the Engineer shall coordinate as to the location of the
24 laboratory trailer(s). The location shall be submitted to the Engineer for approval. The
25 cord(s) shall be capable of carrying at least 120/240 volts, 60 cycles at a sustained load
26 of 100 amps each. Power shall be provided 24 hours a day when requested by the
27 Engineer.
28

29 All costs for providing and maintaining a power source for the portable testing laboratory
30 shall be considered incidental and included in other items of work.
31

32 **Water**

33 The Contractor shall provide the Contracting Agency with water for testing purposes.
34 The water shall be of sufficient quantity and quality to perform the tests as determined by
35 the Engineer.
36

37 **1-05.13 Superintendents, Labor and Equipment of Contractor**

38 (May 25, 2006 APWA GSP)

39 Revise the seventh paragraph to read:
40

41
42 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to
43 Section 1-02.1, it will take these performance reports into account.
44

45 **(March 13, 1995)**

46 **Cooperation With Other Contractors**

47 Section 1-05.14 is supplemented with the following:
48

49 *Other Contracts Or Other Work*

50 It is anticipated that the following work adjacent to or within the limits of this project will
51 be performed by others during the course of this project and will require coordination of
52 the work:
53

1. Utility relocations and/or normal maintenance work by telephone and power companies.
2. Normal maintenance work by Grant County Road crews.
3. Normal maintenance work by irrigation district crews.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Laws to Be Observed

Section 1-07.1 is supplemented with the following:

(*****)

Prevention of Environmental Pollution and Preservation of Public Natural Resources

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

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

1. Grant County Clean Air Authority Regulation 1
2. Grant County Health District Ordinance No. 1
3. Grant County Ordinance No. 604495

State Taxes

Section 1-07.2 is supplemented with the following:

(March 13, 1995)

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

Permits and Licenses

Section 1-07.6 is supplemented with the following:

(March 13, 1995)

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

Contractor's Responsibility for Work

(August 6, 2001)

Repair of Damage

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

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

1
2 **Protection and Restoration of Property**

3 Section 1-07.16 is supplemented with the following:
4

5 (*****)

6 **Notification**

7 The Contractor shall distribute a special notice to each project resident before beginning
8 work. Project resident means any person owning property adjoining or residing adjacent
9 to the pit or quarry. The special notice shall contain the following information and
10 statements:

- 11
12 1. Date of the notice.
13 2. Project name and a description of the major phases of the work.
14 3. Name of Contractor, Contractor's representative and 24 hour phone number.
15 4. Scheduled project start and completion dates.
16 5. Possible problems with power, telephone, potable water, sewer, irrigation supply
17 relocations and/or interruptions, if any.
18

19 All notices must be provided a minimum of three (3) working days prior to beginning
20 work. The County will not allow any work to be performed until the required notices are
21 made by the Contractor.
22

23 **Payment**

24 The lump sum contract price for "Notification" shall be full compensation for all labor,
25 equipment, materials and tools necessary to perform the work outlined in this
26 supplemental section.
27

28 **Utilities And Similar Facilities**

29 Section 1-07.17 is supplemented with the following:
30

31 (*****)

32 Locations and dimensions shown in the Plans for existing facilities are in accordance
33 with available information obtained without uncovering, measuring, or other verification.
34

35 Public and private utilities, or their Contractors, will furnish all work necessary to adjust,
36 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or
37 these Special Provisions. Such adjustment, relocation, replacement, or construction will
38 be done during the prosecution of the work for this project.
39

40 The Contractor shall call the Utility Location Request Center (One Call Center), for field
41 location, not less than two nor more than ten business days before the scheduled date
42 for commencement of excavation which may affect underground utility facilities, unless
43 otherwise agreed upon by the parties involved. A business day is defined as any day
44 other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone
45 number for the One Call Center for this project is 1-800-424-5555. If no one-number
46 locator service is available, notice shall be provided individually to those owners known
47 to or suspected of having underground facilities within the area of proposed excavation.
48

49 The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to
50 underground utilities. Any cost to the Contractor incurred as a result of this law shall be
51 at the Contractor's expense.
52

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

1
2 The following addresses and telephone numbers of utility companies and other agencies
3 known or suspected of having facilities within the project limits are supplied for the
4 Contractor's convenience:
5

6 **Public Liability and Property Damage Insurance**

7
8 (January 5, 2004)

9 **Reduced Insurance Requirement**

10 Section 1-07.18 is revised as follows:

11
12 Item number 1 in the first paragraph is deleted.

13
14 Item number 2 is revised to read:

- 15
16 2. Commercial General Liability Insurance written under ISO Form
17 CG0001 or its equivalent with minimum limits of \$1,000,000 per
18 occurrence and in the aggregate for each policy year. Products
19 and completed operations coverage shall be provided for a period
20 of one year following final acceptance of the work. The Contracting
21 Agency shall be named as an additional insured on the policy.
22

23 **PROSECUTION AND PROGRESS**

24 25 **Subcontracting**

26 Section 1-08.1 is supplemented with the following:

27
28 (October 12, 1998)

29 Prior to any subcontractor or agent beginning work, the Contractor shall submit to the
30 Engineer a certification (WSDOT Form 420-004) that a written agreement between the
31 Contractor and the subcontractor or between the subcontractor and any lower tier
32 subcontractor has been executed. This certification shall also guarantee that these
33 subcontract agreements include all the documents required by the Special Provision
34 Federal Agency Inspection.
35

36 A subcontractor or lower tier subcontractor will not be permitted to perform any work
37 under the contract until the following documents have been completed and submitted to
38 the Engineer.
39

- 40 1. Request to Sublet Work (Form 421-012), and
41 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification
42 for Federal-aid Projects (Form 420-004).
43

44 The Contractor's records pertaining to the requirements of this Special Provision shall be
45 open to inspection or audit by representatives of the Contracting Agency during the life
46 of the contract and for a period of not less than three years after the date of acceptance
47 of the contract. The Contractor shall retain these records for that period. The Contractor
48 shall also guarantee that these records of all subcontractors and lower tier
49 subcontractors shall be available and open to similar inspection or audit for the same
50 time period.
51

52 **Prosecution of Work**

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

2
3 (*****)

4 The Contractor shall begin work on January 23, 2012, unless otherwise approved
5 by the Engineer.
6

7 Section 1-08.4 is supplemented with the following:

8
9 (*****)

10 The Contractor shall prosecute crushing operations in the following order:

- 11
12 • 1st Mordhorst Pit #587
13 • 2nd thru 7th Remaining Pits & Quarries
14

15 The Contractor shall prosecute crushing operations with the following hours of operation
16 time limitations:

- 17
18 • All work associated with the E-SW Quarry #553, bid items #8, #9 and
19 #10, all rock crushing operations are restricted between the hours of
20 10:00 p.m. to 6:00 a.m.
21 • The work associated with the remaining bid items has no special
22 operational restrictions.
23

24 The Contractor will not be allowed to crush surfacing or screening materials in more than
25 one pit or quarry at one time.
26

27 The Contractor is notified that the materials crushed and stockpiled at these sites may
28 be used with planned construction projects expected to be under construction during the
29 life of this contract. The Contractor shall cooperate with other Contractors performing
30 road construction work for Grant County.
31

32 Once the Contractor has commenced operations under this contract the Contractor shall
33 diligently prosecute the same to physical completion within the time provided for in the
34 Special Provision under Time for Completion. Roadway operations shall be defined as
35 all on-site work proposed in this project but will not include crushing of mineral
36 aggregates.
37

38 All costs incurred by the Contractor as a result of this scheduling requirement shall be
39 considered incidental to and included in other applicable items of work.
40

41 (*****)

42 **Time For Physical Completion**

43
44 The third paragraph of Section 1-08.5 is revised to read:

45
46 (*****)

47 Contract time shall begin on the first working day. The first working day shall be
48 January 23, 2012, unless otherwise approved by the Engineer.
49

50 Section 1-08.5 is supplemented with the following:

51 This project shall be physically completed within **100** working days.
52
53

1 Should the Contractor desire to perform work on any Saturday, Sunday, or Holiday
2 during the life of this contract, he shall request written permission from the Engineer after
3 submitting a new work schedule specifying the exact dates on which the work is to be
4 performed.

5
6 The Engineer will consider the Contractor's request and may either approve or deny any
7 or all working dates or shifts contained in the new progress schedule.

8
9 No additional compensation will be given the Contractor for any delays and costs
10 incurred because of this provision. All costs incurred shall be considered incidental to
11 and included in other applicable contract items.

12 13 **MEASUREMENT AND PAYMENT**

14 15 **General Requirements for Weighing Equipment**

16 Subsection **Weighers** under Section 1-09.2(1) is supplemented with the following:

17
18 (*****)

19 The Contractor shall provide the Engineer a printed tonnage report at the end of each
20 shift. The report shall be performed by electronic device linked to the certified scale and
21 shall be capable of providing a printout for each shift's tonnage total and accumulated
22 total to date for each aggregate type.

23 24 **Mobilization**

25 Section 1-09.7 is supplemented with the following:

26
27 (*****)

28 Mobilization consists of preconstruction expenses and the costs of preparatory work and
29 operations performed by the Contractor which occur before 10 percent of the total
30 original contract amount is earned from other contract items. Items which are not to be
31 included in the item of Mobilization include but are not limited to:

- 32
33 1. Any portion of the work covered by the specific contract item or incidental
34 work which is to be included in a contract item or items.
- 35 2. Profit, interest on borrowed money, overhead or management costs.
- 36 3. Any cost of mobilizing equipment for force account work.

37
38 Based on the lump sum contract price for "Mobilization", partial payments will be made
39 as follows:

40
41 Mobilization will be paid for each site. When 10 percent of the total original
42 contract production is reached at each site, the appropriate percent of the
43 amount bid for mobilization, as shown in the Summary of Quantities, will be paid.

44
45 Nothing herein shall be construed to limit or preclude partial payments otherwise
46 provided by the contract.

47 48 49 **DIVISION 3 PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

50 51 **PRODUCTION FROM QUARRY AND PIT SITES**

52 53 **Production Requirements**

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

1
2 (*****)

3 The Contractor shall scalp all pit-run and quarry-run materials over a ½ inch screen
4 before said materials are passed through the primary crusher for the production of
5 crushed mineral aggregates.
6

7 The screens shall be cleaned regularly and examined for holes and wear. Screens with
8 holes shall be replaced immediately. Scalpings shall be removed from the production
9 plant with a belt conveyor and stockpiled in a separate location within the pit or quarry
10 site as designated by the Engineer. The Contractor will not be permitted to use
11 scalpings in the production of base course, top course, maintenance rock, aggregate for
12 asphalt, or crushed coverstone. Reject materials shall also be removed from the
13 production plant and stockpiled with the scalpings. Reject materials will not be permitted
14 to be used in the production of any aggregate products.
15

16 The expected production line capacity of the Contractor's crushing operation shall be
17 greater than 300 tons per hour. If the average production level falls below 200 tons per
18 hour, the Contractor shall take immediate steps to correct deficiencies. Failure by the
19 Contractor to meet the minimum production requirements of this section shall be cause
20 for termination of this contract by the County.
21

22 Drawings show the location of proposed excavation limits (blasting limit lines, setback
23 lines or quarry/pit boundary lines). The County believes there is adequate suitable rock
24 in the locations shown. If suitable rock is not found or found in quantities too small to
25 meet production requirements, the Contractor may choose to excavate elsewhere in
26 accordance with the lease and/or reclamation plans.
27

28 **E-SW Quarry #553**

29
30 The Contractor shall rip the Quarry with a D9 or equivalent sized dozer.

31
32 No additional compensation will be given to the Contractor for any of these provisions.
33 All costs associated with the work outlined herein shall be included in the unit price bid of
34 other applicable items.
35

36 **State Furnished Material Sources**

37 Section 3-01.3 is supplemented with the following:

38
39 (*****)

40 The following sources of materials are made available at no cost to the Contractor:

41 Highland Quarry #502, Warden Quarry #543, O'Sullivan Dam Quarry #544, E-SW
42 Quarry #553, Monument Hill Quarry #580, Mayer Quarry #583 and Mordhorst Pit #587
43 are sources for the production of crushed surfacing base course, maintenance rock, and
44 special crushed coverstone ½"(-) products as shown in the plans and specifications.
45
46

47 **STOCKPILING AGGREGATES**

48
49 **General Requirements**

50
51 ***Stockpiling Aggregates for Future Use***

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

53
54 (*****)

1 All costs in connection with the preparation of the stockpile sites as required in Section
2 3-02.2(5), including clearing and grubbing, haul road construction, site grading to a
3 smooth uniform surface, etc. shall be included in the various bid items involved in the
4 contract.

5
6 The Contractor shall give the Engineer a tonnage report using a certified scale for each
7 stockpile produced.

8
9 **(*****)**

10 **Stockpile Identification Signs**

11
12 Signs identifying the ownership and class of crushed materials owned by Grant County
13 shall be installed by the Contractor. 24" by 24" black on white signs will be furnished to
14 the Contractor by the County at no charge. The Contractor shall mount the signs on 4"
15 diameter galvanized steel water pipe and install same as directed by the Engineer or
16 shown in the plans. The sign posts shall be 13' long and buried five feet deep at each
17 installation. The sign post base shall have an 18" by 1 1/2" diameter steel bar
18 permanently fastened to prevent pull out of the sign post. Sign mounting hardware shall
19 be tack welded to prevent removal or theft of the sign. Welded areas shall be thoroughly
20 cleaned and have a zinc-based rust-inhibiting paint applied. Sign backing material shall
21 be class 5000 aluminum. Sign face materials shall be a 3M product, or equivalent,
22 meeting engineering grade retro-reflective standards.

23
24 No additional compensation will be given to the Contractor for any of these provisions.
25 All costs associated with the work outlined herein shall be included in the unit price bid of
26 other applicable items.

27
28 **SITE RECLAMATION**

29
30 **Contracting-Agency Provided Sites**

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

32
33 (March 13, 1995)

34 Site reclamation and embankment stabilization shall be performed by the Contractor on
35 all sites furnished by the County as shown on the Plans.

36
37
38 **DIVISION 9 MATERIALS**

39
40 **AGGREGATES**

41
42 **Aggregate for Bituminous Surface Treatment**

43
44 **Grading and Quality**

45 Section 9-03.4(2) is supplemented with the following:

46
47 **(*****)**

48 Special Crushed Coverstone 1/2" (-)

49
50

<u>Sieve Size</u>	<u>Percent Passing</u>
5/8" square	100
51 1/2" square	95 – 100
52 1/4" square	35 – 60

53

1	US No. 40	0 – 10
2	US No. 200	7.5 max.
3		
4	Fracture	75% min.
5	Sand Equivalent	40% min.
6		

Aggregates for Ballast and Crushed Surfacing

Crushed Surfacing & Maintenance Rock

Section 9-03.9(3) and 9-03.9(4) are supplemented with the following:

(*****)

Sieve Size	Base Course Percent Passing	Maintenance Rock Percent Passing
1 – 1/4" square	100	
5/8" square	50 – 80	
1/2" square	-	100
1/4" square	30 – 50	55 – 70
US No. 40	5 – 18	10 – 25
US No. 200	3 – 7.5	3 – 7
Fracture	75% min.	75% min.
Sand Equivalent	35% min.	40% min.

STANDARD PLANS

January 3, 2011

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 08-001, effective January 3, 2011 is made a part of this contract.

Informational Only - NOT FOR BIDDING

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Informational Only - NOT FOR BIDDING

PROPOSAL

To: Board of County Commissioners
Grant County, Washington

Date: _____, 2012

This certifies that the undersigned has examined the location of **2012 Crushing and Stockpiling, in Grant County, Washington**, and that the plans, specifications and contract governing the work embraced in the improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with said plans, specifications and contract and at the following schedule of rates and prices.

2012 Crushing and Stockpiling

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

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

PREPARATION

1	100% Lump Sum	Mobilization	At ////////.//// Per Lump Sum	.
---	------------------	--------------	-------------------------------------	---

2	100% Lump Sum	Notification	At ////////.//// Per Lump Sum	.
---	------------------	--------------	-------------------------------------	---

STOCKPILING

Highland Quarry #502

3	5,000.0 Ton	Crushed Surfacing Base Course in Stockpile – Index #502, Highland Quarry	At . Per Ton	.
---	----------------	--	--------------------	---

4	25,000.0 Ton	Crushed Maintenance Rock in Stockpile – Index #502, Highland Quarry	At . Per Ton	.
---	-----------------	---	--------------------	---

Warden Quarry #543

5	30,000.0 Ton	Crushed Maintenance Rock in Stockpile – Index #543, Warden Quarry	At . Per Ton	.
---	-----------------	---	--------------------	---

O'Sullivan Dam Quarry #544

6	15,000.0 Ton	Crushed Maintenance Rock in Stockpile – Index #544, O'Sullivan Dam Quarry	At . Per Ton	.
---	-----------------	---	--------------------	---

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
7	10,000.0 Ton	Special Crushed Coverstone in Stockpile – Index #544, O’Sullivan Dam Quarry	At Per Ton .	.
<i>E-SW Quarry #553</i>				
8	20,000.0 Ton	Crushed Surfacing Base Course in Stockpile – Index #553, E-SW Quarry	At Per Ton .	.
9	50,000.0 Ton	Crushed Maintenance Rock in Stockpile – Index #553, E-SW Quarry	At Per Ton .	.
10	5,000.0 Ton	Special Crushed Coverstone in Stockpile – Index #553, E-SW Quarry	At Per Ton .	.
<i>Monument Hill Quarry #580</i>				
11	20,000.0 Ton	Crushed Surfacing Base Course in Stockpile – Index #580, Monument Hill Quarry	At Per Ton .	.
12	35,000.0 Ton	Crushed Maintenance Rock in Stockpile – Index #580, Monument Hill Quarry	At Per Ton .	.
13	20,000.0 Ton	Special Crushed Coverstone in Stockpile – Index #580, Monument Hill Quarry	At Per Ton .	.
<i>Mayer Quarry #583</i>				
14	25,000.0 Ton	Crushed Maintenance Rock in Stockpile – Index #583, Mayer Quarry	At Per Ton .	.
<i>Mordhorst Pit #587</i>				
15	35,000.0 Ton	Crushed Surfacing Base Course in Stockpile – Index #587, Mordhorst Pit	At Per Ton .	.
16	45,000.0 Ton	Crushed Maintenance Rock in Stockpile – Index #587, Mordhorst Pit	At Per Ton .	.

Contract Total	.
-----------------------	---

Non-Collusion Declaration

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

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

Notice to All Bidders

To report bid rigging activities call:

1-800-424-9071

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

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

Revised 8/95

Proposal – Signature Page

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

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

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

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

Signature of Authorized Official(s)

Proposal Must Be Signed



Please Print Name of Authorized Official

Firm Name

Address

State of Washington Contractor's License No. _____

Federal ID No. _____

Note:

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

Revised 8/95

Statement of Contractor Qualifications

To: Board of County Commissioners
Grant County, Washington

Date: _____, 2012

RE: **2012 Crushing and Stockpiling**

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

1. My permanent business name and address is _____
which I have maintained for ____ years. My phone is (____) _____ Fax (____) _____
2. I have adequate plant equipment to expeditiously and properly perform the work contemplated for Grant County, Washington. **Description of work:** This contract provides for crushing, screening and stockpiling 340,000 tons of crushed surfacing mineral aggregates and other work at seven locations in Grant County, WA all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications. (Please list equipment to be used on this project. Attach list if necessary.)

3. I have adequate funds to promptly meet obligations incident to this work. (Provide bank, contact & phone.)
a) _____
b) _____ c) _____
4. I have adequate experience in this class of work and I am thoroughly familiar with the specifications used in this project. I have constructed the following similar improvements: (Provide project name, contact & phone.)
a) _____
b) _____
c) _____
5. I have submitted and maintain annually a "Standard Questionnaire and Financial Statement" to the Washington State Department of Transportation (WSDOT): Yes No Region: _____
WSDOT has determined:
a) I am prequalified to _____
_____ in the amount of _____.
b) I have failed to be prequalified for the following reasons: _____
_____.

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

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

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

Very truly yours,

By: _____

(Print Name) _____

Company Name: _____

Address: _____

City, State, Zip: _____

Washington State Contractor's License No.: _____

Revised 4/02

Informational Only - NOT FOR BIDDING

Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of the obligation is such that if the Obligee shall make any award to the
Principal for **2012 Crushing and Stockpiling**, located in Grant County, Washington, according to
the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly
make and enter into a contract with the Obligee in accordance with the terms of said proposal
or bid and award and shall give bond for the faithful performance thereof, with the Surety or
Sureties approved by the Obligee; or if the principal shall, in case of failure so to do, pay and
forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this
obligation shall be null and void; otherwise it shall be and remain in full force and effect and
the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the
amount of this bond.

SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 2012

Principal _____

Surety _____

Attorney-in-Fact _____

Informational Only - NOT FOR BIDDING

CONTRACT

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

WITNESSETH:

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

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary to improve and complete **2012 Crushing and Stockpiling**, located in Grant County, Washington, as proposed in a bid opened **1:30 P.M., Tuesday, January 10, 2012** in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications.
4. The Contractor for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

____ day of _____, 2012

Signature

Print Name

Firm Name

Address

City State Zip

(____) _____
Phone

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

____ day of _____, 2012

Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
OF GRANT COUNTY, WASHINGTON

Done this ____ day of _____, 2012

Chair

Member

Member

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____, as principal, and _____, a corporation organized and existing under the laws of the State of _____, as surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to Grant County, Washington, in the penal sum of _____ (\$ _____) for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

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

Dated at _____, Washington, this ____ day of _____, 2012.

The conditions of the above obligation are such that:

WHEREAS, on **January 10, 2012**, the Board of County Commissioners of said Grant County has let or is about to let to the Principal, a certain contract, the said contract providing for the improvement of **2012 Crushing and Stockpiling**, located in Grant County, Washington, (which contract is referred to herein and is made a part hereof as though attached hereto), and

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

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

Countersigned:

Licensed Agent/Surety Co.

Principal

Attorney-in-Fact, Surety

Approved as to form:

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

_____, 2012

Prosecuting Attorney

Informational Only - NOT FOR BIDDING

TITLE VI – Contractor Requirements

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

6. Incorporation of Provisions

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

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

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 12/13/2011

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Grant	Power Equipment Operators	A-frame Truck (2 Or More Drums)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	A-frame Truck (single Drum)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Asphalt Plant Operator	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Backfillers (cleveland & Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Backhoe (over 110,000 Gw)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Bagley Or Stationary Scraper	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	Power Equipment Operators	Batch Plant (over 4 Units)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Belt Finishing Machine	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Belt Loader (kocal Or Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Bending Machine	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Bit Grinders	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Blower Operator (cement)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Boat Operator	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Bob Cat (skid Steer)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Bolt Threading Machine	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Boom Cats (side)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Boring Machine (earth)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Boring Machine (rock Under 8" Bit) (quarry Master, Joy Or Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Bump Cutter (wayne, Saginaw Or Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Cableway Controller (dispatcher)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Cableway Operators	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Canal Lining Machine (concrete)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Cement Hog	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Clamshell, Dragline	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Compactor (self-propelled With Blade)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Concrete Pump Boon Truck	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman &	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>

		Similar)				
Grant	Power Equipment Operators	Concrete Saw (multiple Cut)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Concrete Slip Form Paver	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Crusher Feeder	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Deck Engineer	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Deck Hand	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Distributor Leverman	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Ditch Witch Or Similar	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Dope Pots (power Agitated	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Dozer, 834 R/t & Similar	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Drill Doctor	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Driller Licensed	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Drillers Helper	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Drilling Equipment (8" Bit & Over) (robbins, Reverse Circulation & Similar)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Elevating Belt (holland Type)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Elevator Hoisting Materials	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Fireman & Heater Tender	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Gin Trucks (pipeline)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Grade Checker	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Gunite Combination Mixer & Compressor	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	H.d. Mechanic	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	H.d. Welder	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Helicopter Pilot	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Hoe Ram	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Hoist, Single Drum	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Lime Brain Operator (recycle Train)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Locomotive Engineer	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Longitudinal Float	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	Power Equipment Operators	Master Environmental Maintenance Technician	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Mixer (portable - Concrete)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Mixermobile	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Mucking Machine	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Multiple Dozer Units With Single Blade	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Paving (dual Drum)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Piledriving Engineers	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Plant Oiler	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Posthole Auger Or Punch	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Power Broom	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Pump (grout Or Jet)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Pumpman	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Quad-track Or Similar Equipment	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Roto Mill (pavement Grinder)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Rotomill Groundsman	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	Power Equipment Operators	Scrapers, All, Rubber-tired	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Screed Operator	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Shovels (3 Yds. & Over)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Shovels (under 3 Yds.)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Spray Curing Machine (concrete)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Spreader Box (self-propelled)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Spreader Machine	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Steam Cleaner	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Surface Heater & Planer Machine	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Traverse Finish Machine	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Tug Boat Operator	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Tugger Operator	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Turnhead (with Re-screening)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Turnhead Operator	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Vactor Guzzler, Super Sucker	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Vacuum Blasting Machine Operator	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Welding Machine	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Power Equipment Operators	Whirleys & Hammerheads, All	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	Truck Drivers	Dump Truck	\$26.09		<u>1</u>	
Grant	Truck Drivers	Dump Truck And Trailer	\$26.09		<u>1</u>	
Grant	Truck Drivers	Other Trucks	\$27.84		<u>1</u>	
Grant	Truck Drivers	Transit Mixer	\$10.00		<u>1</u>	

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OVERTIME CODES

OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.

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

- B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

- C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

- D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

- E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

- F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

- G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

- H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

- I. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND DOUBLE THE HOURLY RATE OF WAGE.

- J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TEN (10) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

- K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

- L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

- M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

- N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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- O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- 1. Q. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS AND ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
- T. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.
- U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
- V. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT THANKSGIVING DAY AND CHRISTMAS DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON THANKSGIVING DAY AND CHRISTMAS DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- W. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS (EXCEPT MAKE-UP DAYS DUE TO CONDITIONS BEYOND THE CONTROL OF THE EMPLOYER)) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- X. THE FIRST FOUR (4) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TWELVE (12) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TWELVE (12) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. WHEN HOLIDAY FALLS ON SATURDAY OR SUNDAY, THE DAY BEFORE SATURDAY, FRIDAY, AND THE DAY AFTER SUNDAY, MONDAY, SHALL BE CONSIDERED THE HOLIDAY AND ALL WORK PERFORMED SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- Y. ALL HOURS WORKED OUTSIDE THE HOURS OF 5:00 AM AND 5:00 PM (OR SUCH OTHER HOURS AS MAY BE AGREED UPON BY ANY EMPLOYER AND THE EMPLOYEE) AND ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY (10 HOURS PER DAY FOR A 4 X 10 WORKWEEK) AND ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. (EXCEPT FOR EMPLOYEES WHO ARE ABSENT FROM WORK WITHOUT PRIOR APPROVAL ON A SCHEDULED WORKDAY DURING THE WORKWEEK SHALL BE PAID AT THE STRAIGHT-TIME RATE UNTIL THEY HAVE WORKED 8 HOURS IN A DAY (10 IN A 4 X 10 WORKWEEK) OR 40 HOURS DURING THAT WORKWEEK.) ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND LABOR DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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1. Z ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID THE STRAIGHT TIME RATE OF PAY IN ADDITION TO HOLIDAY PAY.

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - C. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
 - F. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT THE STRAIGHT HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - G. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE INCLUDING HOLIDAY PAY.
 - H. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - K. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.
 - O. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

2. R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS AND ALL HOURS WORKED OVER SIXTY (60) IN ONE WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER 12 HOURS IN A DAY, OR ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - W. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ON A FOUR-DAY, TEN-HOUR WEEKLY SCHEDULE, EITHER MONDAY THRU THURSDAY OR TUESDAY THRU FRIDAY SCHEDULE, ALL HOURS WORKED AFTER TEN SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON THE FIFTH DAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED ON THE FIFTH, SIXTH, AND SEVENTH DAYS AND ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - Y. ALL HOURS WORKED ON SATURDAYS (EXCEPT FOR MAKE-UP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - Z. ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, *EXCEPT* FOR COMMERCIAL, OCCUPIED BUILDINGS WHERE FLOOR COVERING WORK CANNOT BE PERFORMED IN THE REGULAR DAYTIME HOURS DUE TO OCCUPANCY. FOR SUCH OCCUPIED, COMMERCIAL BUILDINGS; THE EMPLOYEE MAY AGREE TO WORK BETWEEN THE HOURS OF 6:00 PM TO 6:00 AM MONDAY THROUGH SATURDAY MORNING AT 6:00 AM AT AN OVERTIME PAY RATE OF 10% OVER THE STRAIGHT TIME RATE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

3. A. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. ANY SHIFT

STARTING BETWEEN THE HOURS OF 6:00 PM AND MIDNIGHT SHALL RECEIVE AN ADDITIONAL ONE DOLLAR (\$1.00) PER HOUR FOR ALL HOURS WORKED THAT SHIFT.

THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - B. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

HOLIDAY CODES

5.
 - A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).
 - B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).
 - C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
 - D. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
 - H. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS (6).
 - I. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).
 - J. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).
 - K. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).
 - L. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8)
 - N. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).
 - P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9). IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS A HOLIDAY.
 - R. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (7 1/2).
5.
 - S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).

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- T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).
- V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.
- Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- 6. A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).
- G. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND CHRISTMAS EVE DAY (11).
- H. PAID HOLIDAYS: NEW YEAR'S DAY, NEW YEAR'S EVE DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (10).
- I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- 6. Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY: PRESIDENTS' DAY.
- T. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).
- Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). IF A HOLIDAY FALLS ON SATURDAY, THE PRECEDING FRIDAY SHALL BE CONSIDERED AS THE HOLIDAY. IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS THE HOLIDAY.
- 7. A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. IF ANY OF THE LISTED HOLIDAYS FALLS ON A SATURDAY, THE PRECEDING FRIDAY SHALL BE A REGULAR WORK DAY.
- B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- C. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- D. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). UNPAID HOLIDAYS: PRESIDENT'S DAY. ANY PAID HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY PAID HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- E. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A

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

-6-

SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

- F. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY.
- H. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (9). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- I. HOLIDAYS: NEW YEAR'S DAY, PRESIDENT'S DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (9). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- J. HOLIDAYS: NEW YEAR'S DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY (6). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- K. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- L. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, LABOR DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- 7.
- M. PAID HOLIDAYS: NEW YEAR'S DAY, THE DAY AFTER OR BEFORE NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY AFTER OR BEFORE CHRISTMAS DAY. 10). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- N. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. WHEN CHRISTMAS FALLS ON A SATURDAY, THE PRECEDING FRIDAY SHALL BE OBSERVED AS A HOLIDAY.
- O. PAID HOLIDAYS: NEW YEAR'S DAY, THE DAY AFTER OR BEFORE NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER OR BEFORE CHRISTMAS DAY, AND THE EMPLOYEES BIRTHDAY. 11). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY.
- Q. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. IF ANY OF THE LISTED HOLIDAYS FALLS ON A SATURDAY, THE PRECEDING FRIDAY SHALL BE A REGULAR WORK DAY.

NOTE CODES

8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
OVER 50' TO 100' - \$2.00 PER FOOT FOR EACH FOOT OVER 50 FEET
OVER 100' TO 150' - \$3.00 PER FOOT FOR EACH FOOT OVER 100 FEET
OVER 150' TO 220' - \$4.00 PER FOOT FOR EACH FOOT OVER 150 FEET
OVER 220' - \$5.00 PER FOOT FOR EACH FOOT OVER 220 FEET
- C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
OVER 50' TO 100' - \$1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
OVER 100' TO 150' - \$1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
OVER 150' TO 200' - \$2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
OVER 200' - DIVERS MAY NAME THEIR OWN PRICE
- D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL \$1.00 PER HOUR.
- L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: \$0.75, LEVEL B: \$0.50, AND LEVEL C: \$0.25.
- M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: \$1.00, LEVELS C & D: \$0.50.
- N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: \$1.00, LEVEL B: \$0.75, LEVEL C: \$0.50, AND LEVEL D: \$0.25
8. P. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: \$2.00, CLASS B SUIT: \$1.50, CLASS C SUIT: \$1.00, AND CLASS D SUIT \$0.50.
- Q. THE HIGHEST PRESSURE REGISTERED ON THE GAUGE FOR AN ACCUMULATED TIME OF MORE THAN FIFTEEN (15) MINUTES DURING THE SHIFT SHALL BE USED IN DETERMINING THE SCALE PAID.

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

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

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

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

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	

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

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

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

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

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

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

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

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	

State of Washington
 Department of Labor and Industries
 Prevailing Wage Section - Telephone (360) 902-
 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, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

**METAL FABRICATION (IN SHOP)
 EFFECTIVE 08/31/2011**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered:			
ADAMS			
FITTER	\$12.76	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$12.66	1	
PAINTER	\$10.20	1	
Counties Covered:			
ASOTIN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, KITTITAS LINCOLN, OKANOGAN, PEND ORIELLE, STEVENS, WALLA WALLA AND WHITMAN			
FITTER	\$12.76	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$12.66	1	
PAINTER	\$10.20	1	
WELDER	\$12.76	1	
Counties Covered:			
BENTON			
MACHINE OPERATOR	\$10.53	1	
PAINTER	\$9.76	1	
WELDER	\$16.70	1	
Counties Covered:			
CHELAN			
FITTER	\$15.04	1	
LABORER	\$9.54	1	
MACHINE OPERATOR	\$9.71	1	
PAINTER	\$9.93	1	
WELDER	\$12.24	1	

**METAL FABRICATION (IN SHOP)
EFFECTIVE 08/31/2011**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
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Counties Covered:

**CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, LEWIS, MASON, PACIFIC
SAN JUAN AND SKAGIT**

FITTER/WELDER	\$15.16	1	
LABORER	\$11.13	1	
MACHINE OPERATOR	\$10.66	1	
PAINTER	\$11.41	1	

Counties Covered:

CLARK

FITTER	\$31.77	1E	6H
LABORER	\$21.91	1E	6H
LAYEROUT	\$31.47	1E	6H
MACHINE OPERATOR	\$31.47	1E	6H
PAINTER	\$28.01	1E	6H
WELDER	\$29.59	1E	6H

Counties Covered:

COWLITZ

MACHINE OPERATOR	\$25.33	1B	2S
FITTER	\$25.33	1B	2S
WELDER	\$25.33	1B	2S

Counties Covered:

GRANT

FITTER/WELDER	\$10.79	1	
PAINTER	\$8.67	1	

Counties Covered:

KING

FITTER	\$15.86	1	
LABORER	\$9.78	1	
MACHINE OPERATOR	\$13.04	1	
PAINTER	\$11.10	1	
WELDER	\$15.48		

**METAL FABRICATION (IN SHOP)
EFFECTIVE 08/31/2011**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: KITSAP			
FITTER	\$26.96	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$13.83	1	
WELDER	\$13.83	1	
Counties Covered: KLICKITAT, SKAMANIA, WAHKIAKUM			
FITTER	\$16.99	1	
LABORER	\$10.44	1	
MACHINE OPERATOR	\$17.21	1	
PAINTER	\$17.03	1	
WELDER	\$16.99	1	
Counties Covered: PIERCE			
FITTER	\$15.25	1	
LABORER	\$10.32	1	
MACHINE OPERATOR	\$13.98	1	
WELDER	\$13.98	1	
Counties Covered: SNOHOMISH			
FITTER/WELDER	\$15.38	1	
LABORER	\$9.79	1	
MACHINE OPERATOR	\$8.84	1	
PAINTER	\$9.98	1	
Counties Covered: SPOKANE			
FITTER	\$12.59	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$13.26	1	
PAINTER	\$10.27	1	
WELDER	\$10.80	1	

**METAL FABRICATION (IN SHOP)
EFFECTIVE 08/31/2011**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: THURSTON			
FITTER	\$27.10	2U	6T
LABORER	\$16.91	2U	6T
LAYEROUT	\$30.63	2U	6T
MACHINE OPERATOR	\$20.86	2U	6T
WELDER	\$24.74	2U	6T
Counties Covered: WHATCOM			
FITTER/WELDER	\$13.81	1	
LABORER	\$9.00	1	
MACHINE OPERATOR	\$13.81	1	
Counties Covered: YAKIMA			
FITTER	\$12.00	1	
LABORER	\$10.31	1	
MACHINE OPERATOR	\$11.32	1	
PAINTER	\$12.00	1	
WELDER	\$11.32	1	

**FABRICATED PRECAST CONCRETE PRODUCTS
EFFECTIVE 08/31/2011**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, WALLA WALLA AND WHITMAN			
JOURNEY LEVEL	\$9.96	1	
Counties Covered: CHELAN, KITTITAS, KLICKITAT AND SKAMANIA			
JOURNEY LEVEL	8.67	1	
Counties Covered: CLALLAM, CLARK, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WAHKIACUM			
JOURNEY LEVEL	\$13.50	1	
Counties Covered: FRANKLIN			
JOURNEY LEVEL	\$11.50	1	
Counties Covered: KING			
ALL CLASSIFICATIONS	\$13.85	2K	5B
Counties Covered: PIERCE			
JOURNEY LEVEL	\$9.28	1	
Counties Covered: SPOKANE			
JOURNEY LEVEL	\$20.23	1	
Counties Covered: WHATCOM			
JOURNEY LEVEL	\$13.67	1	
Counties Covered: YAKIMA			
CRAFTSMAN	\$8.72	1	
JOURNEY LEVEL	\$8.67	1	

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.

- 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.

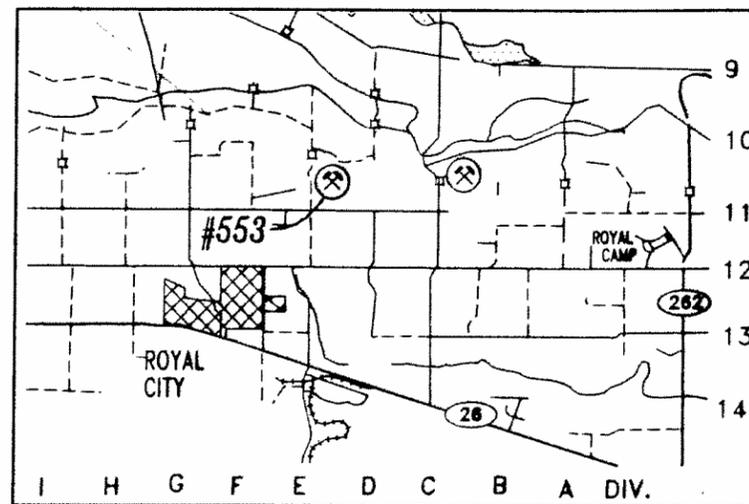
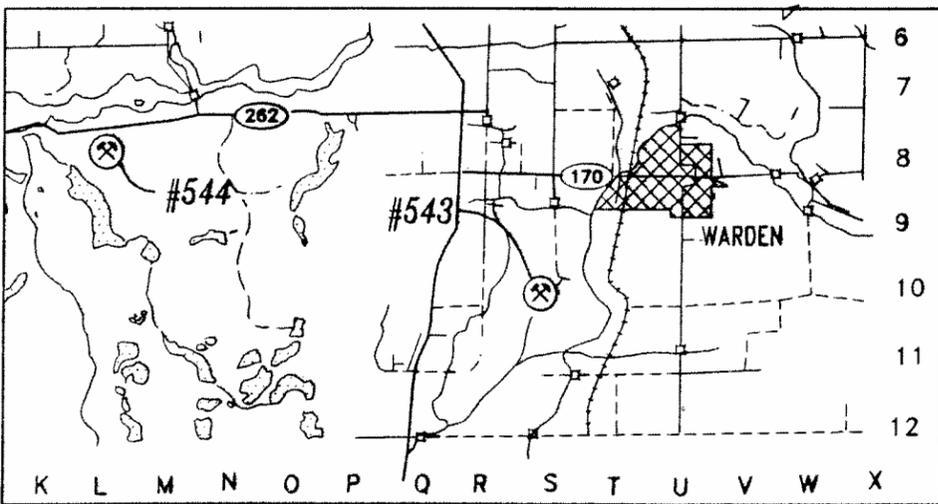
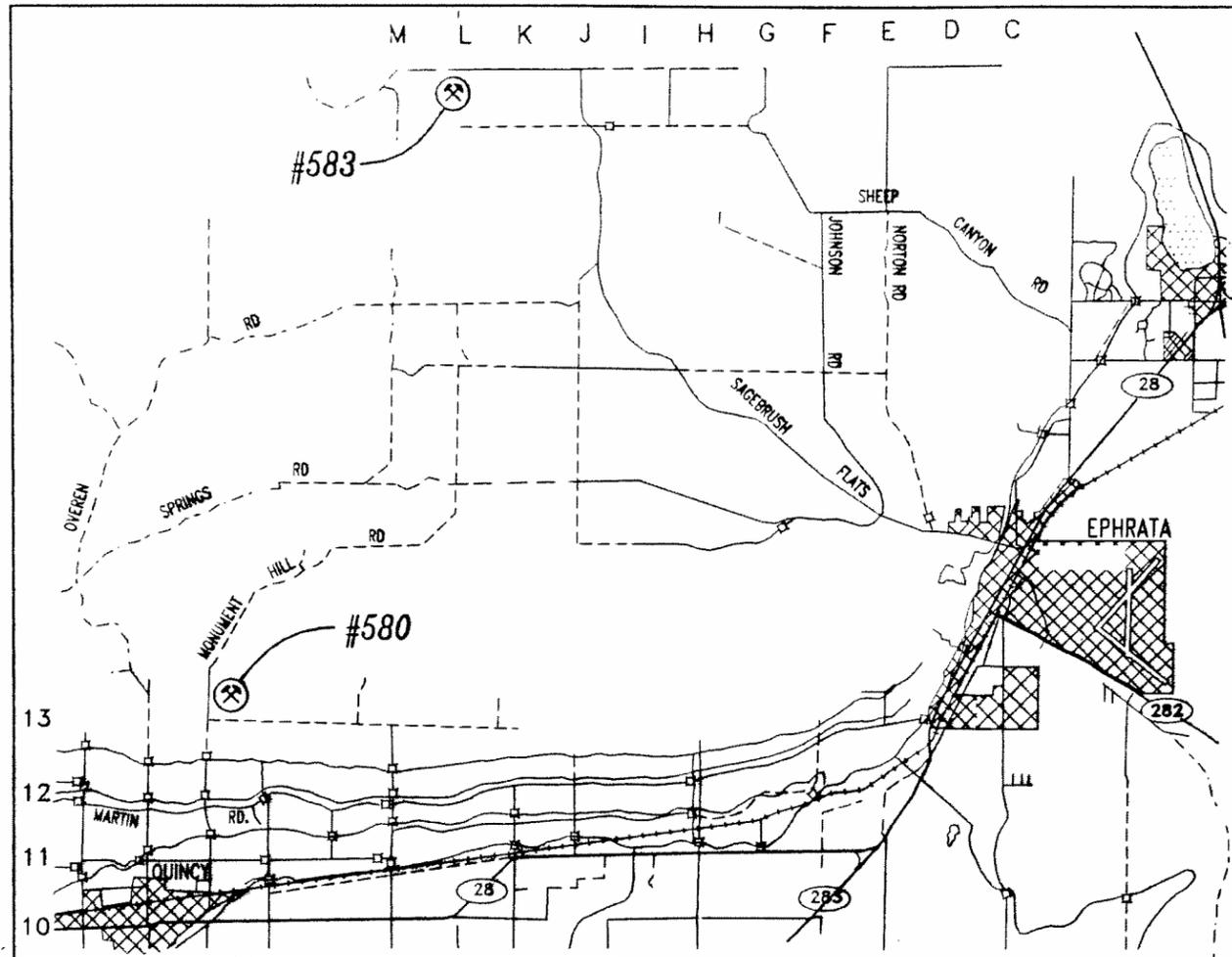
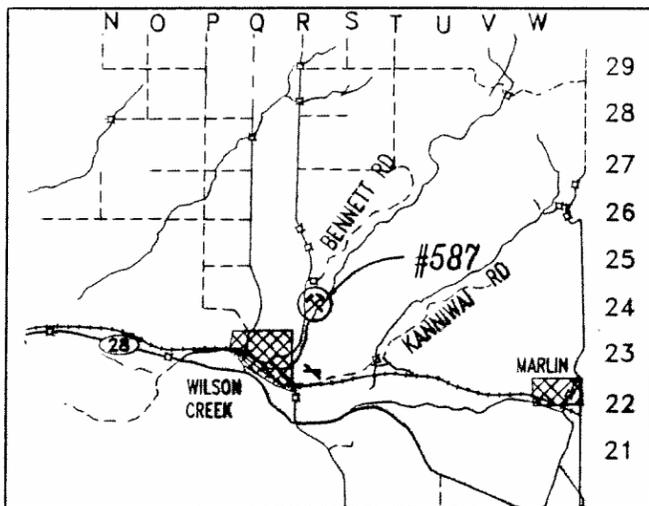
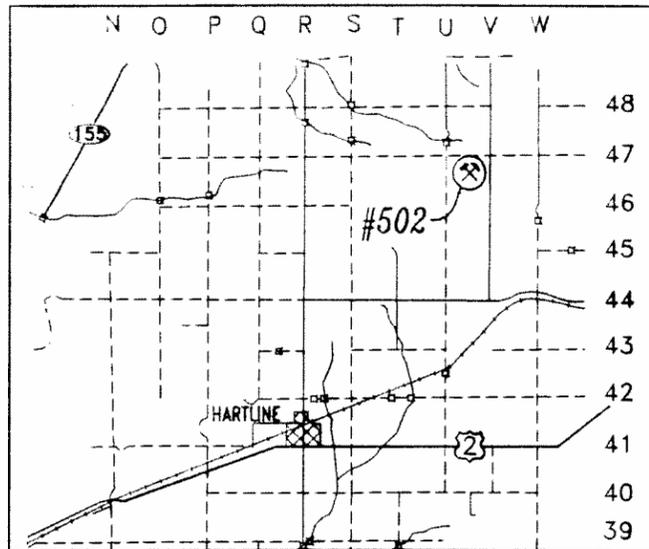
(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(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.]

2012 CRUSHING AND STOCKPILING

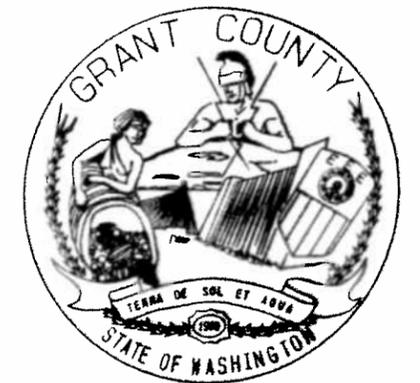


2012 CRUSHING AND STOCKPILING TOTALS

- 7 SITES
- 80,000 TONS CRUSHED SURFACING BASE COURSE
 - 225,000 TONS CRUSHED MAINTENANCE ROCK
 - 35,000 TONS SPECIAL CRUSHED COVERSTONE

**Grant County
Board of Commissioners**

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



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

2012 CRUSHING AND STOCKPILING PROJECT

DESIGNED BY: BOB BERSANTI
DRAWN BY: BOB BERSANTI
CHECKED BY: DEREK FOGLE
DATE REVISED:



SHEET 1
OF 4

SUMMARY OF QUANTITIES

ITEM NO	TOTAL QUANTITY	UNIT	ITEM DESCRIPTION	Highland Quarry #502	Warden Quarry #543	O'Sullivan Dam Quarry #544	E-SW Quarry #553	Monument Hill Quarry #580	Mayer Quarry #583	Mordhorst Pit #587
PREPARATION										
1	100%	L.S.	Mobilization	15%	15%	14%	14%	14%	14%	14%
2	100%	L.S.	Notification	15%	15%	14%	14%	14%	14%	14%
STOCKPILING										
Highland Quarry #502										
3	5,000	TONS	Crushed Surfacing Base Course in Stockpile - Index #502, Highland Quarry	5,000						
4	25,000	TONS	Crushed Maintenance Rock in Stockpile - Index #502, Highland Quarry	25,000						
Warden Quarry #543										
5	30,000	TONS	Crushed Maintenance Rock in Stockpile - Index #543, Warden Quarry		30,000					
O'Sullivan Dam Quarry #544										
6	15,000	TONS	Crushed Maintenance Rock in Stockpile - Index #544, O'Sullivan Dam Quarry			15,000				
7	10,000	TONS	Special Crushed Coverstone in Stockpile - Index #544, O'Sullivan Dam Quarry			10,000				
E-SW Quarry #553										
8	20,000	TONS	Crushed Base Course in Stockpile - Index #553, E-SW Quarry				20,000			
9	50,000	TONS	Crushed Maintenance Rock in Stockpile - Index #553, E-SW Quarry				50,000			
10	5,000	TONS	Crushed Special Coverstone in Stockpile - Index #553, E-SW Quarry				5,000			
Monument Hill Quarry #580										
11	20,000	TONS	Crushed Surfacing Base Course in Stockpile - Index #580, Monument Hill Quarry					20,000		
12	35,000	TONS	Crushed Maintenance Rock in Stockpile - Index #580, Monument Hill Quarry					35,000		
13	20,000	TONS	Special Crushed Coverstone in Stockpile - Index #580, Monument Hill Quarry					20,000		
Mayer Quarry #583										
14	25,000	TONS	Crushed Maintenance Rock in Stockpile - Index #583, Mayer Quarry						25,000	
Mordhorst Pit #587										
15	35,000	TONS	Crushed Surfacing Base Course in Stockpile - Index #587, Mordhorst Pit							35,000
16	45,000	TONS	Crushed Maintenance Rock in Stockpile - Index #587, Mordhorst Pit							45,000

NOTE: For Special Features See Special Provisions.

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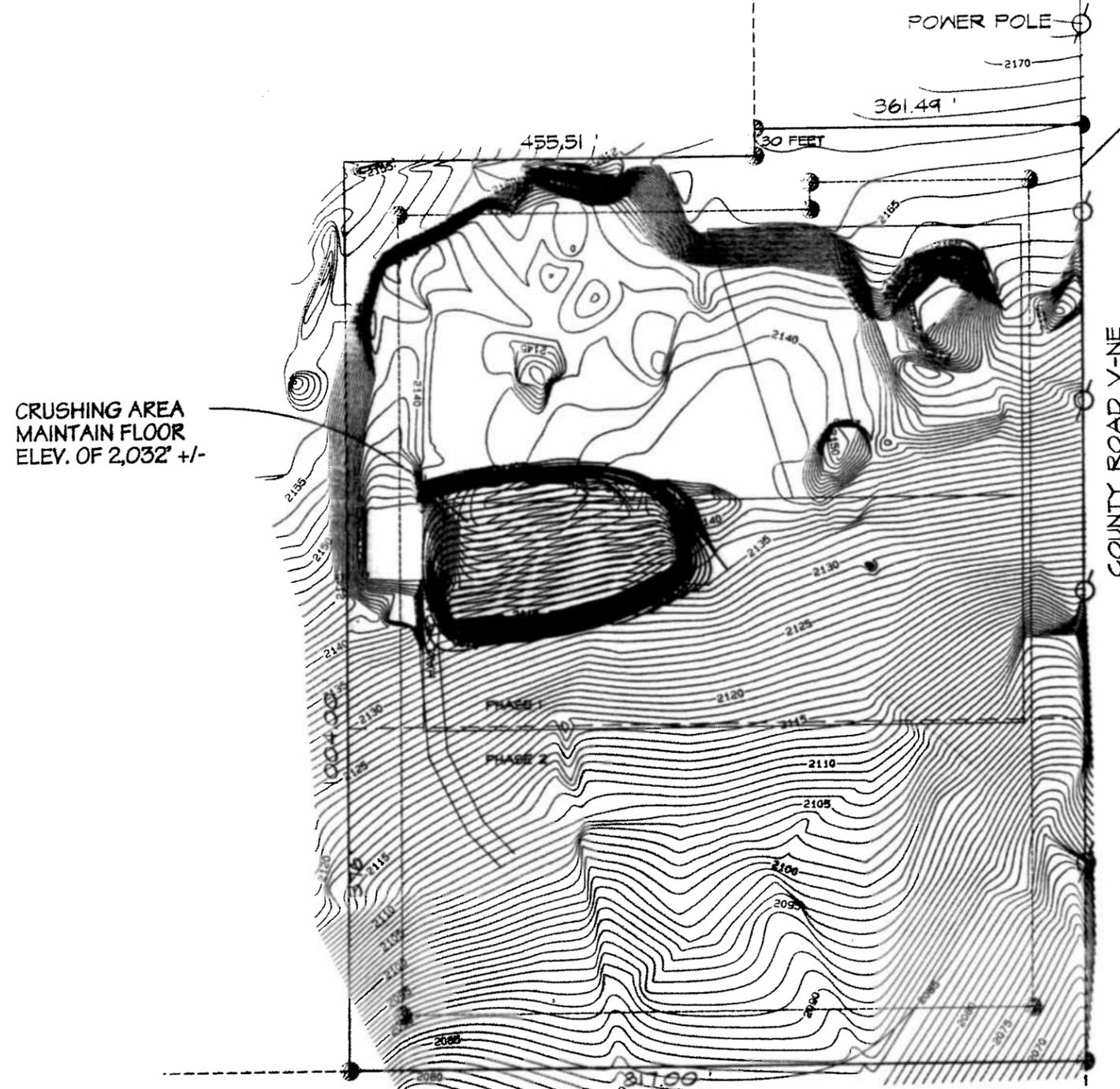
2012 CRUSHING AND STOCKPILING PROJECT

DESIGNED BY: BOB BERSANTI
 DRAWN BY: BOB BERSANTI
 CHECKED BY: DEREK POHLE
 DATE REVISED:



COUNTY ROAD 47-NE

SECTION 10, TOWNSHIP 26N., RANGE 30E.W.M.



PERMIT/PIT BOUNDARY

*NOTES

CONTRACTOR TO LEVEL, CLEAR & GRUB STOCKPILE AREA PRIOR TO STOCKPILING ROCK. SPECIFIC LOCATION OF STOCKPILES WILL BE DETERMINED BY THE ENGINEER PRIOR TO CRUSHING.

ALL WORK SPECIFIED IN THE CONTRACT INCLUDING FINAL CLEANUP, SHALL BE COMPLETED AT EACH PIT/QUARRY SITE PRIOR TO BEGINNING CRUSHING OPERATIONS AT THE NEXT SITE. IF THE CONTRACTOR FAILS TO PERFORM THE REQUIRED WORK AT ANY SITE, GRANT COUNTY WILL PERFORM OR CONTRACT THE PERFORMANCE OF THE REQUIRED WORK AND REDUCE THE AMOUNT PAID THE CONTRACTOR BY THE COST OF THE WORK.

ALL FINISHED SLOPES TO BE LEFT AT 2:1.

MATERIAL TO BE PRODUCED AT THIS SITE

CRUSHED SURFACING BASE COURSE - 5,000 TONS
 CRUSHED MAINTENANCE ROCK - 25,000 TONS



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

HIGHLAND QUARRY #502

2012 CRUSHING AND STOCKPILING PROJECT

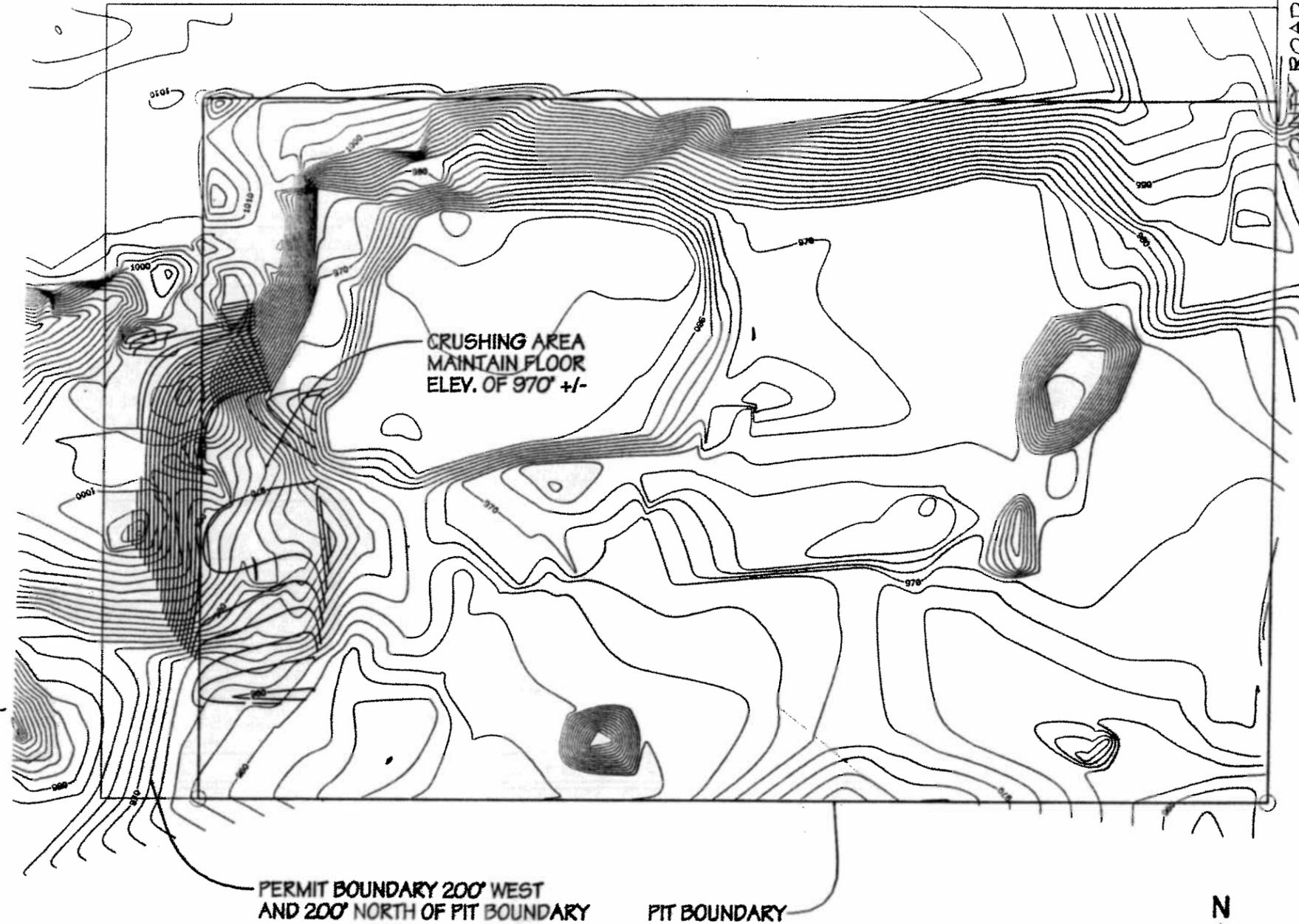
DESIGNED BY: BOB BERSANTI
 DRAWN BY: BOB BERSANTI
 CHECKED BY: DEREK POHLE
 DATE REVISED:



SHEET 3

OF 9

SECTION 19, TOWNSHIP 17N., RANGE 30E.W.M.



*NOTES

CONTRACTOR TO LEVEL, CLEAR & GRUB STOCKPILE AREA PRIOR TO STOCKPILING ROCK. SPECIFIC LOCATION OF STOCKPILES WILL BE DETERMINED BY THE ENGINEER PRIOR TO CRUSHING.

ALL WORK SPECIFIED IN THE CONTRACT INCLUDING FINAL CLEANUP, SHALL BE COMPLETED AT EACH PIT/QUARRY SITE PRIOR TO BEGINNING CRUSHING OPERATIONS AT THE NEXT SITE. IF THE CONTRACTOR FAILS TO PERFORM THE REQUIRED WORK AT ANY SITE, GRANT COUNTY WILL PERFORM OR CONTRACT THE PERFORMANCE OF THE REQUIRED WORK AND REDUCE THE AMOUNT PAID THE CONTRACTOR BY THE COST OF THE WORK.

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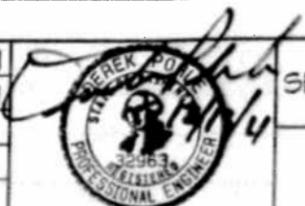
MATERIAL TO BE PRODUCED AT THIS SITE

CRUSHED MAINTENANCE ROCK - 30,000 TONS

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

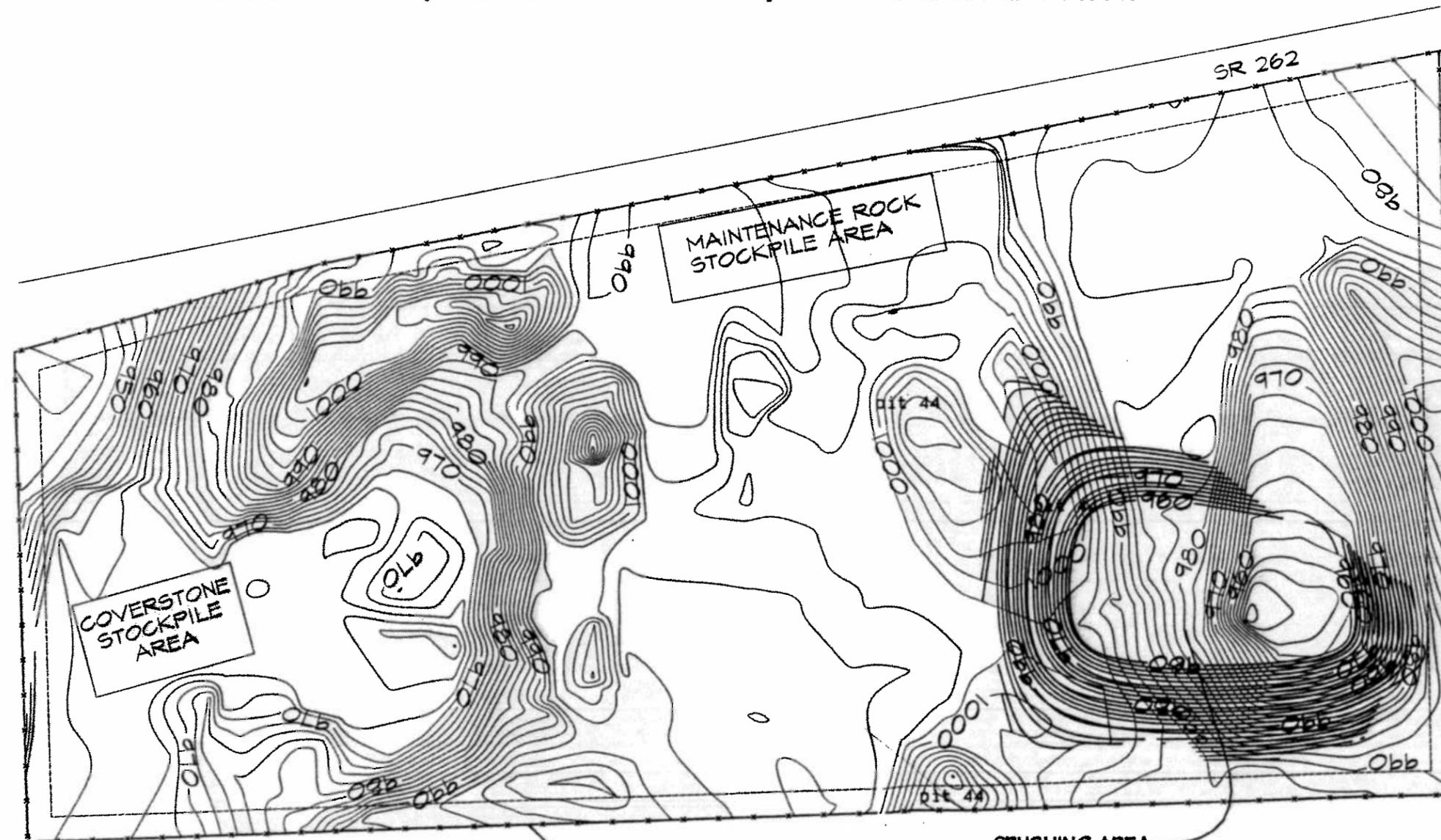
SW WARDEN QUARRY #543
 2012 CRUSHING AND STOCKPILING PROJECT

DESIGNED BY: BOB BERSANTI
 DRAWN BY: BOB BERSANTI
 CHECKED BY: DEREK POHLE
 DATE REVISED:



SHEET 4
 OF 9

SECTION 7, TOWNSHIP 17N., RANGE 29E.W.M.



*NOTES

CONTRACTOR TO LEVEL, CLEAR & GRUB STOCKPILE AREA PRIOR TO STOCKPILING ROCK. SPECIFIC LOCATION OF STOCKPILES WILL BE DETERMINED BY THE ENGINEER PRIOR TO CRUSHING.

ALL WORK SPECIFIED IN THE CONTRACT INCLUDING FINAL CLEANUP, SHALL BE COMPLETED AT EACH PIT/QUARRY SITE PRIOR TO BEGINNING CRUSHING OPERATIONS AT THE NEXT SITE. IF THE CONTRACTOR FAILS TO PERFORM THE REQUIRED WORK AT ANY SITE, GRANT COUNTY WILL PERFORM OR CONTRACT THE PERFORMANCE OF THE REQUIRED WORK AND REDUCE THE AMOUNT PAID THE CONTRACTOR BY THE COST OF THE WORK.

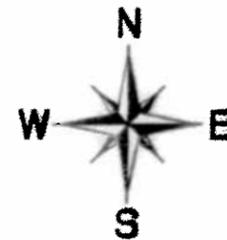
ALL FINISHED SLOPES TO BE LEFT AT 2:1.

MATERIAL TO BE PRODUCED AT THIS SITE

CRUSHED MAINTENANCE ROCK - 15,000 TONS
SPECIAL CRUSHED COVERSTONE 10,000 - TONS

CRUSHING AREA
MAINTAIN FLOOR
ELEV. OF 952 +/-

PERMIT/PIT BOUNDARY



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

O'SULLIVAN DAM QUARRY #544

2012 CRUSHING AND STOCKPILING PROJECT

DESIGNED BY: BOB BERSANTI
DRAWN BY: BOB BERSANTI
CHECKED BY: DEREK POHLE
DATE REVISED:

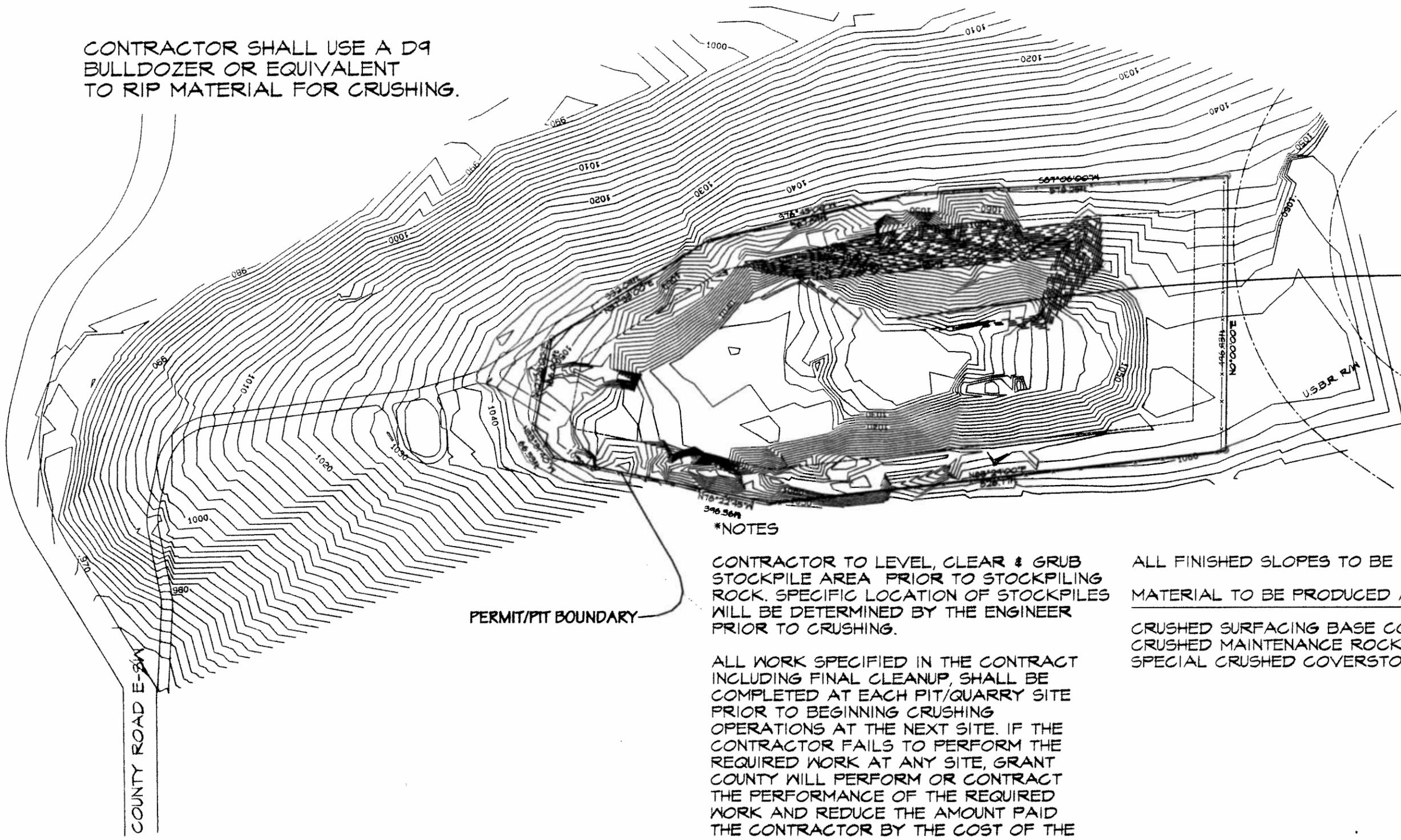


SHEET 5

OF 9

SECTION 29, TOWNSHIP 17N., RANGE 26E.W.M.

CONTRACTOR SHALL USE A D9
BULLDOZER OR EQUIVALENT
TO RIP MATERIAL FOR CRUSHING.



CRUSHING AREA
MAINTAIN FLOOR
ELEV. OF 1,023' +/-

PERMIT/PIT BOUNDARY

***NOTES**

CONTRACTOR TO LEVEL, CLEAR & GRUB
STOCKPILE AREA PRIOR TO STOCKPILING
ROCK. SPECIFIC LOCATION OF STOCKPILES
WILL BE DETERMINED BY THE ENGINEER
PRIOR TO CRUSHING.

ALL WORK SPECIFIED IN THE CONTRACT
INCLUDING FINAL CLEANUP, SHALL BE
COMPLETED AT EACH PIT/QUARRY SITE
PRIOR TO BEGINNING CRUSHING
OPERATIONS AT THE NEXT SITE. IF THE
CONTRACTOR FAILS TO PERFORM THE
REQUIRED WORK AT ANY SITE, GRANT
COUNTY WILL PERFORM OR CONTRACT
THE PERFORMANCE OF THE REQUIRED
WORK AND REDUCE THE AMOUNT PAID
THE CONTRACTOR BY THE COST OF THE
WORK.

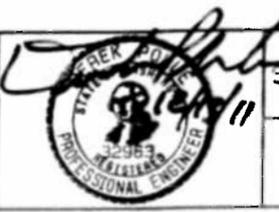
ALL FINISHED SLOPES TO BE LEFT AT 2:1.
MATERIAL TO BE PRODUCED AT THIS SITE

CRUSHED SURFACING BASE COURSE - 20,000 TONS
CRUSHED MAINTENANCE ROCK - 50,000 TONS
SPECIAL CRUSHED COVERSTONE 5,000 - TONS

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

E-SW QUARRY #553
2012 CRUSHING AND STOCKPILING PROJECT

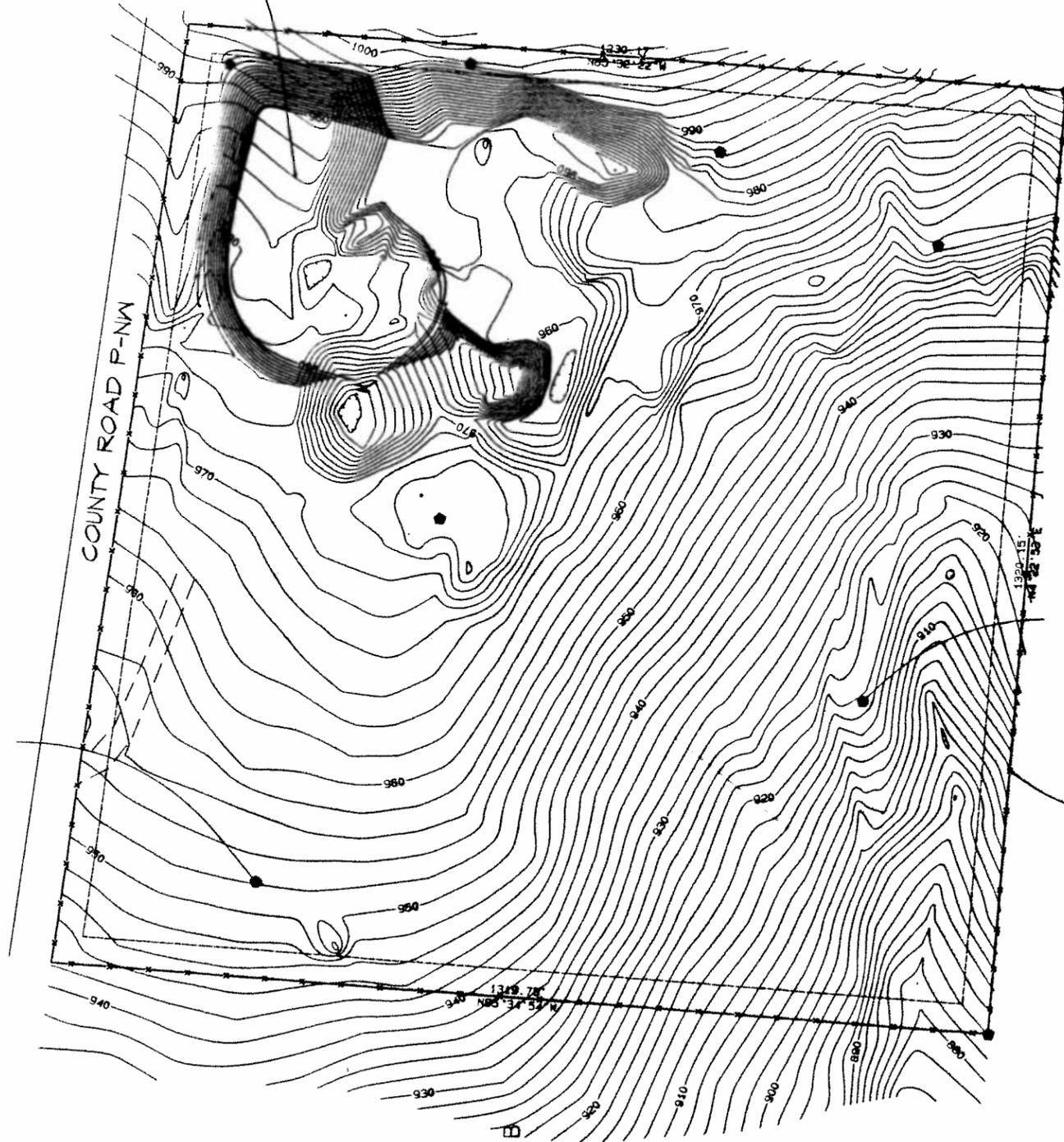
DESIGNED BY: BOB BERSANTI
DRAWN BY: BOB BERSANTI
CHECKED BY: DEREK POHLE
DATE REVISED:



SHEET 6
OF 9

CRUSHING AREA
 MAINTAIN FLOOR
 ELEV. OF 960' +/-

SECTION 28, TOWNSHIP 21N., RANGE 24E.W.M.



***NOTES**

CONTRACTOR TO LEVEL, CLEAR & GRUB STOCKPILE AREA PRIOR TO STOCKPILING ROCK. SPECIFIC LOCATION OF STOCKPILES WILL BE DETERMINED BY THE ENGINEER PRIOR TO CRUSHING.

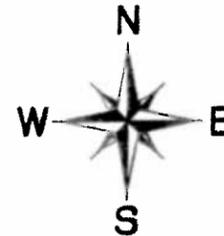
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ALL FINISHED SLOPES TO BE LEFT AT 2:1.

MATERIAL TO BE PRODUCED AT THIS SITE

PERMIT/PIT BOUNDARY

CRUSHED SURFACING BASE COURSE - 20,000 TONS
 CRUSHED MAINTENANCE ROCK - 35,000 TONS
 SPECIAL CRUSHED COVERSTONE 20,000 - TONS



GRANT COUNTY DEPARTMENT OF PUBLIC WORKS
 124 ENTERPRISE ST. SE.
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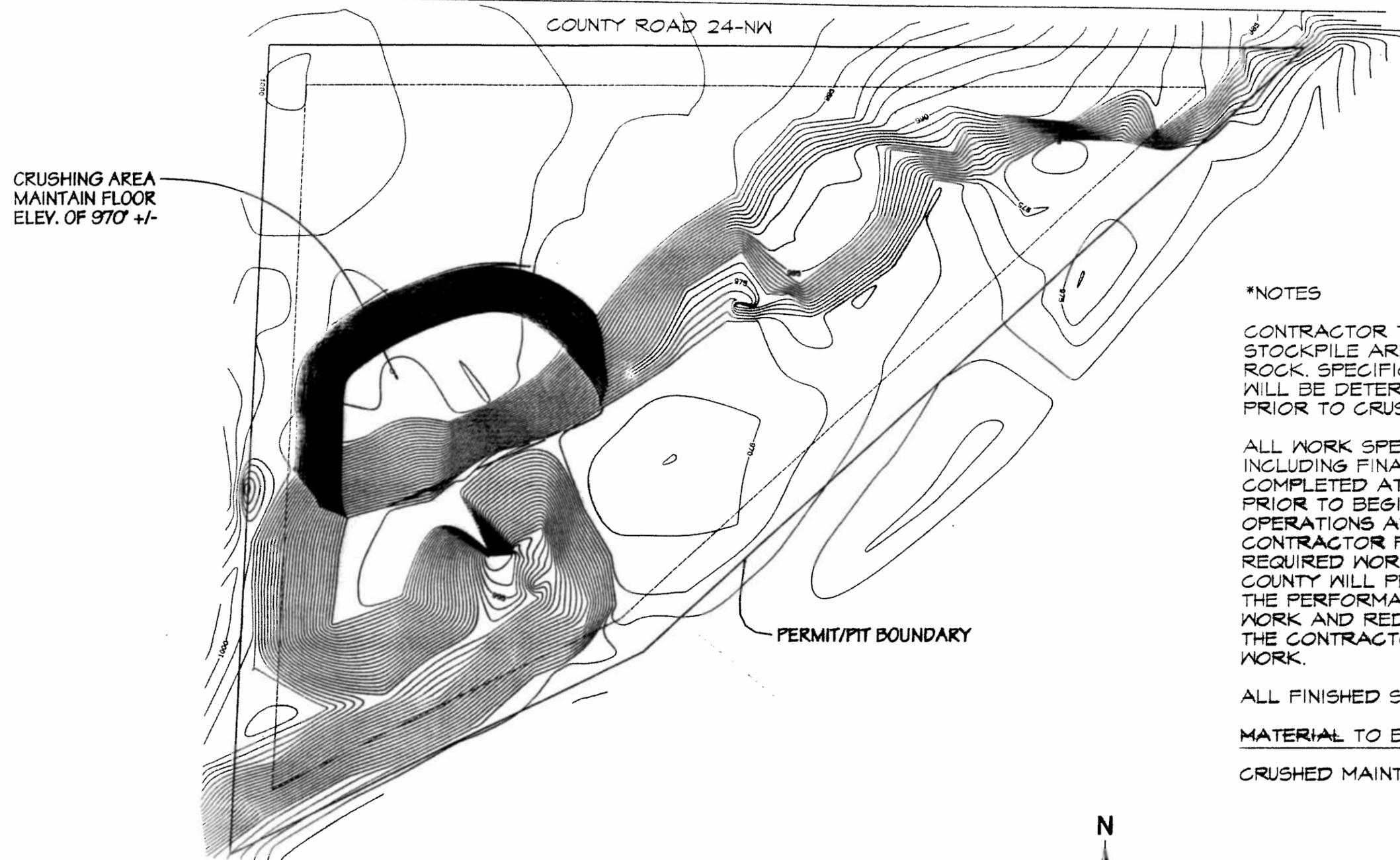
MONUMENT HILL QUARRY #580
 2012 CRUSHING AND STOCKPILING PROJECT

DESIGNED BY: BOB BERSANTI
 DRAWN BY: BOB BERSANTI
 CHECKED BY: DEREK POHLE
 DATE REVISED:



SHEET 7
 OF 9

SECTION 6, TOWNSHIP 22N., RANGE 25E.W.M.



***NOTES**

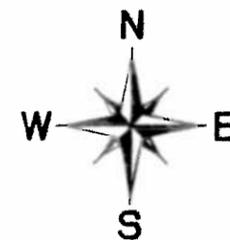
CONTRACTOR TO LEVEL, CLEAR & GRUB STOCKPILE AREA PRIOR TO STOCKPILING ROCK. SPECIFIC LOCATION OF STOCKPILES WILL BE DETERMINED BY THE ENGINEER PRIOR TO CRUSHING.

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ALL FINISHED SLOPES TO BE LEFT AT 2:1.

MATERIAL TO BE PRODUCED AT THIS SITE

CRUSHED MAINTENANCE ROCK - 25,000 TONS



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

MAYER. QUARRY #583

2012 CRUSHING AND STOCKPILING PROJECT

DESIGNED BY: BOB BERSANTI
 DRAWN BY: BOB BERSANTI
 CHECKED BY: DEREK POHLE
 DATE REVISED:



SHEET 8

OF 9

SECTION 6, TOWNSHIP 22N., RANGE 30E.W.M.

*NOTES

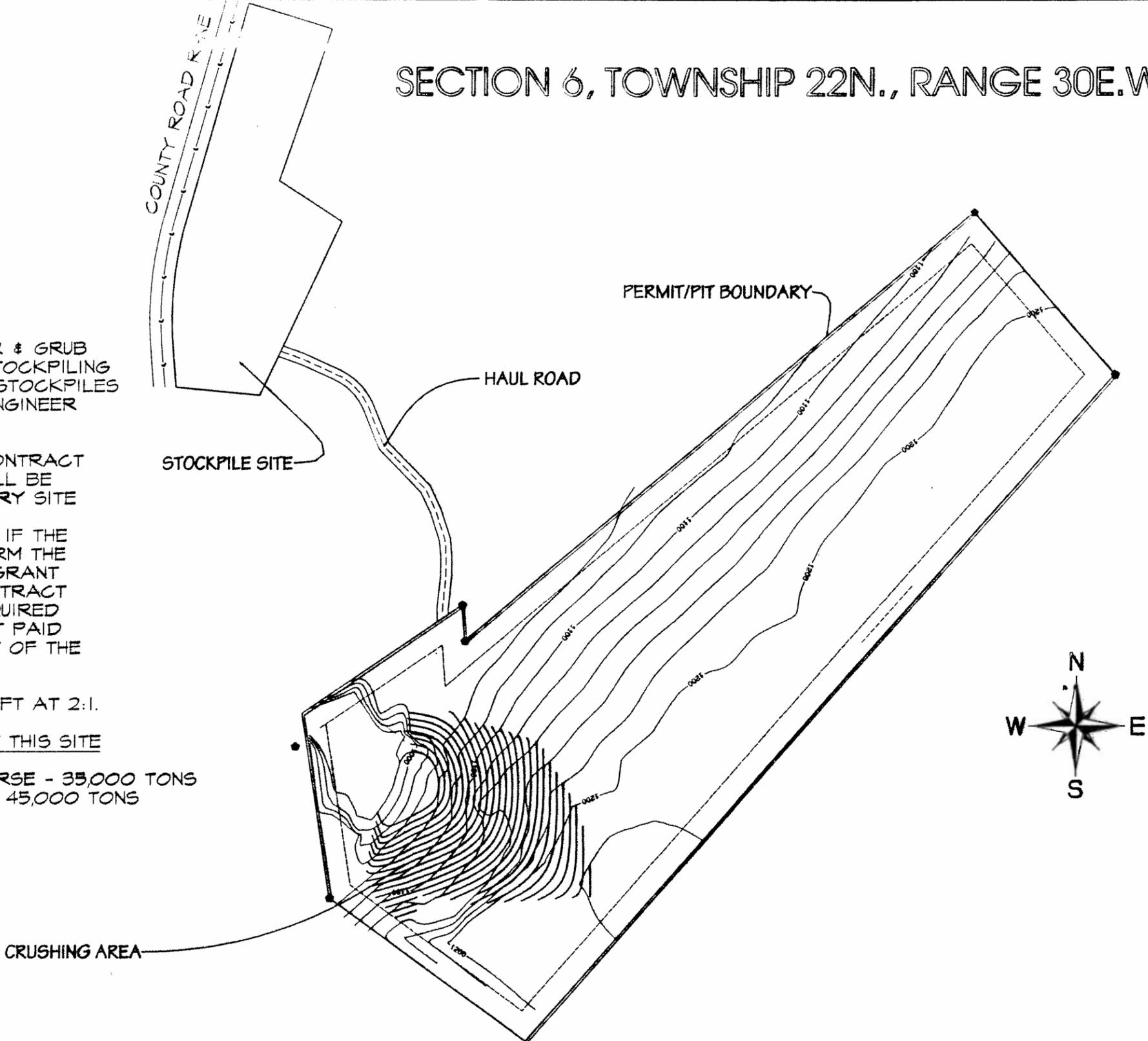
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ALL FINISHED SLOPES TO BE LEFT AT 2:1.

MATERIAL TO BE PRODUCED AT THIS SITE

CRUSHED SURFACING BASE COURSE - 35,000 TONS
 CRUSHED MAINTENANCE ROCK - 45,000 TONS



GRANT COUNTY DEPARTMENT OF PUBLIC WORKS 124 ENTERPRISE ST. SE. EPHRATA, WASHINGTON 98823 (509)754-6087 FAX (509)754-6087	MORDHORST QUARRY #587	DESIGNED BY: BOB BERSANTI DRAWN BY: BOB BERSANTI CHECKED BY: DEREK POHLE DATE REVISED:	 SHEET 9 OF 9
	2012 CRUSHING AND STOCKPILING PROJECT		