CONTRACT SPECIFICATIONS

2012 CRUSHING AND STOCKPILING PROJECT

SUMMITVIEW QUARRY

Yakima County Public Services Project Number
E2  280-3460

YAKIMA COUNTY
CONTRACT SPECIFICATIONS INDEX
(Yakima County, Washington)

E2 280-3460 - 2012 Crushing and Stockpiling Project
(Summitview Quarry)

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PREVAILING WAGE RATES

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CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS, PLANS AND SPECIFICATIONS CONFORM TO ORIGINALS WHICH ARE ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF YAKIMA COUNTY, WASHINGTON.

[Signature]
GARY N. EKSTEDT, P.E.
COUNTY ENGINEER
INSTRUCTIONS TO BIDDERS

DELIVERY OF PROPOSALS

Sealed bids will be received at the following location before the specified time:

Office of the County Engineer of Yakima County, 4th Floor, Yakima County Courthouse, Yakima, Washington 98901 until 2:00 p.m., of the bid opening date.

Each proposal, or bid shall be completely sealed in a separate package, addressed to the County Engineer of Yakima County with the name of the improvements for which the bid is submitted plainly written on the outside of the package.

No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be accepted.

DATE OF OPENING BIDS

The bid opening date for this project shall be June 6, 2012

The bids shall be publicly opened and read after 2:00 p.m. on that date at the following location:

Public Services Conference Room, Room 419, Yakima County Courthouse, 128 N. 2nd Street, Yakima, Washington 98901.

RIGHT TO REJECT BIDS:

The right is reserved to reject any and all proposals, to accept the proposal or proposals deemed best for the County or to advertise for new proposals when in the opinion of the Board the best interest of the County shall be promoted thereby.

PROPOSAL GUARANTY:

A certified check, cashier check, cash or bid bond made payable to the Treasurer of the County of Yakima for an amount equal to at least five percent (5%) of the total amount bid must accompany each bid as evidence of good faith and as a guarantee that if awarded the Contract the bidder shall execute the Contract and give Bond as required.

FORM FURNISHED:

All Bids shall be submitted on authorized forms supplied by the County. Any Bid submitted on forms marked “Informational” or otherwise watermarked shall be considered irregular and will be rejected. Bidders wishing to submit Bids should contact the Yakima County Road Engineer’s office at the address above to request authorized bid documents.

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

E2 280-3460 - 2012 Crushing and Stockpiling Project (Summitview Quarry)
PROPOSAL

This certifies that the undersigned has examined the location of:

**E2 280-3460, 2012 Crushing and Stockpiling Project (Summitview Quarry)**

and that the Plans, Specifications and Contract governing the work embraced in this improvement, and the method by which payment will be made for said work, is understood. The undersigned hereby, proposes to undertake and complete the work embraced in this improvement, or as much as can be completed with the money available, in accordance with the said Plans, Specifications, and Contract, and the following schedule of rates and prices:

**NOTE:** Unit Prices for all items, all extensions, and total amount of bid shall be shown, Sales Tax shall be included in Unit Prices. No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

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<tr>
<th>Item No.</th>
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<th>Approx Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
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<td>CRUSHED SURFACING BASE COURSE</td>
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<td>MINOR CHANGES</td>
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**TOTAL BID AMOUNT:** $
PROPOSAL – Continued

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 COUNTY TREASURER

PROPOSAL BOND [ ] IN THE AMOUNT OF 5 PERCENT (5%) OF THE BID

Bidder acknowledges receipt of the following Addendum’s:

No. __________________________

Date __________________________

The undersigned has telephoned the Office of the Yakima County Engineer for verification of the number of Addendum’s issued.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

[Signature]

[Name]

[Address]

[Phone No.]

Washington Registration No.:

[Registration No.]

Federal ID Tax No.:

[Tax ID No.]

UBI No.:

[UBI No.]

E-Mail Address: __________________________

Signed and sworn (or affirmed) before me on __________________________ (Date)

________________________________________

NOTARY PUBLIC

My appointment expires __________________________

State of __________________________ County of __________________________ (Seal and Stamp)

NOTE: (1) This proposal is not transferable and any alteration of the firm’s name entered hereon without prior permission from the County Engineer shall be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to Section 1-02.6 of the Standard Specifications, re: “Preparation of Proposal” or “Article 4” of the Instruction to Bidders for building construction jobs.

(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 communications: E2 280-3460.
LETTER OF RESPONSIBILITY

Date: __________________________
County Road Project No.: E2 280-3460

TO:
BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY, WASHINGTON
(Party awarding principal contract)

Dear Sirs:

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington (Chapter 157, Laws of Washington of 1937).

a. My permanent place of business is __________________________, which I have maintained for ___________ years.

b. I have adequate plant equipment to do expeditiously and properly the work contemplated for Yakima County, Washington.

DESCRIPTION OF WORK:

2012 CRUSHING AND STOCKPILING PROJECT, SUMMITVIEW QUARRY

I have the following equipment available for this work:


c. I have adequate funds to promptly meet obligations incident to this work.
   Bank reference: __________________________

d. I have had experience in this class of work, having constructed the following improvements.

I hereby certify that the above is a true and accurate statement.

Very truly yours,

______________________________
Contractor

NOTE: This sheet need not be submitted, unless so requested by the Engineer subsequent to opening of bid. This “letter of responsibility” shall not be construed to be a request for prequalification of bidder.
DEFINITION OF TERMS

In interpreting these specifications, the following definitions shall prevail:


SECRETARY OF TRANSPORTATION: Secretary of Transportation of the State of Washington.

BOARD: The Board of County Commissioners of Yakima County.

ENGINEER: County, or construction engineer, or his duly authorized assistants by whom all explanations and directions necessary for the satisfactory prosecution and completion of the work described in these specifications will be given.

CONTRACTOR: The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals to the contract and undertaking to perform the work herein specified.

CONTRACT: The Agreement between the Contractor and the County of Yakima acting through the Board of County Commissioners. The contract shall include the accepted “Proposal”, “Plans”, “Specifications” and “Contract Bond”, also any and all supplemental agreements which reasonably could be required to complete the construction of the work in a substantial and acceptable manner.

PROPOSAL: The written offer, or copy thereof of the bidder to perform the work proposed.

PLANS: The officially approved drawings, or reproductions thereof attached to this contract.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made, or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

CONTRACT BOND: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

LABORATORY: The laboratories of the Department of Transportation, or other laboratories designated by the engineer.

AMOUNT OF THE CONTRACT: For the purpose of awarding the contract and determining the amount of the bond, the lump sum bid, or the summation of the products of the approximate quantities shown on the plans or otherwise stated by the unit prices will be considered the total amount of the bid and the full amount of the contract price.
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.
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant’s responsibilities. The regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature Date
CONTRACT

THIS AGREEMENT is made and entered into between Yakima County acting under and by virtue of Titles 36 and 39 RCW, hereinafter called the "COUNTY" and ____________________________, hereinafter called the "CONTRACTOR".

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

I. The CONTRACTOR shall do all work and furnish all tools and equipment for E2 280-3460, 2012 Crushing and Stockpiling Project (Summitview Quarry), and shall perform any changes in the work in accordance with the Contract Documents, which include the Contract Form, Bidder’s completed Proposal Form, Scope of Work, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, and any change orders.

II. The CONTRACTOR shall provide and bear the expense of all equipment, material and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by Yakima County.

III. The COUNTY hereby promises and agrees to pay the CONTRACTOR according to the conditions stated in the Contract Documents.

IV. The CONTRACTOR for itself, and for its heirs, executors, administrators, successors and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the CONTRACTOR.

V. It is further provided that no liability shall attach to the COUNTY by reason of entering into this Contract, except as expressly provided herein.

VI. The parties agree that, for the purpose of this agreement, the CONTRACTOR is an independent contractor and neither the CONTRACTOR nor any employee of the CONTRACTOR is an employee of the COUNTY. Neither the CONTRACTOR nor any employee of the CONTRACTOR is entitled to any benefits that the COUNTY provides its employees. The CONTRACTOR is solely responsible for payment of any statutory workers compensation or employer’s liability insurance as required by state law.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the date indicated below and Yakima County has caused this instrument to be executed in the name of said COUNTY by and through the Board of Yakima County Commissioners on the date indicated below.

CONTRACTOR:
Signed: _________________________, 2012

Signature for Contractor

Print or Type Name of Person Signing

Title
Foregoing Contract approved and ratified

______________________, 20__

Surety

Attorney in fact
E2 280-3460 - 2012 Crushing and Stockpiling Project (Summitview Quarry)

BOARD OF YAKIMA COUNTY COMMISSIONERS
Signed: _________________________, 2012

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner

ATTEST: Clerk of the Board

Tiera Girard

Approved as to form:

Deputy Prosecuting Attorney

Bid Documents

Page 8
PERFORMANCE BOND
(RCW 39.08)

KNOW ALL MEN BY THESE PRESENTS, That ______________________, as "PRINCIPAL", and ______________________, a corporation authorized to do business in the State of Washington, as "SURETY", are jointly and severally held and bound unto Yakima County, Washington in the penal sum ______________________ Dollars ($______________) for the payment of which by these presents we jointly and severally bind ourselves, our heirs, executors, administrators, assigns, and successors.

THE CONDITION of this bond is such that WHEREAS, on ______________________, 20__, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of for E2 280-3460—2012 Crushing and Stockpiling Project (Summitview Quarry) according to the maps, plans and specifications made a part of said Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part hereof. FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such persons or subcontractors with provisions or supplies for the carrying on of such work, then this obligation to be void, otherwise to remain in full force and effect.

Dated this ________ day of ______________________, 20__.

PRINCIPAL

By: ______________________

Title: ______________________

SURETY

By: ______________________

Attorney-in-Fact

Date: ______________________

Approved as to form:

Deputy Prosecuting Attorney

Name of Local Office of Agent

Address of Local Office Agent

BOND NUMBER

YAKIMA COUNTY CONTRACT NUMBER

E2 280-3460 - 2012 Crushing and Stockpiling Project (Summitview Quarry)
Amendments to Standard Specifications
AMENDMENTS TO THE STANDARD SPECIFICATIONS

E2 280-3460 - 2012 CRUSHING AND STOCKPILING PROJECT (SUMMITVIEW QUARRY)

YAKIMA COUNTY, WASHINGTON

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2012 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

DIVISION 1
GENERAL REQUIREMENTS

Section 1-01, Definition and Terms
January 2, 2012

1-01.3 Definitions
The definition for “Bid Documents” is revised to read:

The component parts of the proposed Contract which may include, but are not limited to, the Proposal Form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and, for projects with Contracting Agency subsurface investigations, the Summary of Geotechnical Conditions and subsurface boring logs (if any).

Section 1-02, Bid Procedures and Conditions
January 2, 2012

1-02.4(2) Subsurface Information
The first two sentences in the first paragraph are revised to read:

If the Contracting Agency has made subsurface investigation of the site of the proposed work, the boring log data, soil sample test data, and geotechnical recommendations reports obtained by the Contracting Agency will be made available for inspection by the Bidders at the location specified in the Special Provisions. The Summary of Geotechnical Conditions, as an appendix to the Special Provisions, and the boring logs shall be considered as part of the Contract.
Section 1-03, Award and Execution of Contract
April 2, 2012
1-03.1(1) Tied Bids
This section’s title is revised to read:

1-03.1(1) Identical Bid Totals

Section 1-08, Prosecution and Progress
April 2, 2012

1-08.1 Subcontracting
In the eighth paragraph, “Contracting Agency” is revised to read “WSDOT”.

1-08.3(1) General Requirements
The following new paragraph is inserted after the first paragraph:

Total float belongs to the project and shall not be for the exclusive benefit of any party.

1-08.7 Maintenance During Suspension
The second paragraph is revised to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area safe, smooth, and unobstructed roadways and pedestrian access routes for public use during the suspension (as required in Section 1-07.23 or the Special Provisions.) This may include a temporary road, alternative pedestrian access route or detour.

Section 1-09, Measurement and Payment
April 2, 2012

1-09.2(5) Measurement
The second sentence in the first paragraph is revised to read:

The frequency of verification checks will be such that at least one test weekly is performed for each scale used in weighing contract items of Work.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

Section 8-01, Erosion Control and Water Pollution Control
April 2, 2012

8-01.3(2)D Mulching
The following two new paragraphs are inserted after the fourth paragraph:

Short-Term Mulch shall be hydraulically applied at the rate of 2500 pounds per acre and may be applied in one lift.
Moderate-Term Mulch and Long-Term Mulch shall be hydraulically applied at the rate of 3500 pounds per acre with no more than 2000 pounds applied in any single lift.

8-01.3(2)E Soil Binders and Tacking Agents
The first paragraph is revised to read:

Tacking agents or soil binders applied using a hydroseeder shall have a mulch tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic, or animal life. A minimum of 125 pounds per acre and a maximum of 250 pounds per acre of Short-Term Mulch shall be used as a tracer.

The last two paragraphs are deleted.

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch
In the first paragraph, “Engineer” is revised to read “Project Engineer”.

Note 1 of the table in the first paragraph is revised to read:

Where Contract timing is appropriate, seeding, fertilizing, and mulching shall be accomplished during the fall period listed above

The third paragraph is deleted.

8-01.3(5) Placing Plastic Covering
The second and third paragraphs are revised to read:

Clear plastic covering shall be used to promote seed germination when seeding is performed outside of the Dates for Application of Final Seed in Section 8-01.3(2)F. Black plastic covering shall be used for stockpiles or other areas where vegetative growth is unwanted.

The plastic cover shall be installed and maintained in a way that prevents water from cutting under the plastic and prevents the plastic cover from blowing open in the wind.

8-01.3(6) Check Dams
This section is revised to read:

Check dams shall be installed as soon as construction will allow, or when designated by the Engineer. The Contractor may substitute a different check dam, in lieu of what is specified in the contract, with approval of the Engineer. The check dam is a temporary or permanent structure, built across a minor channel. Water shall not flow through the check dam structure. Check dams shall be constructed in a manner that creates a ponding area upstream of the dam to allow pollutants to settle, with water from increased flows channeled over a spillway in the check dam. The check dam shall be constructed to prevent erosion in the area below the spillway. Check dams shall be placed perpendicular to the flow of water and installed in accordance with the Standard Plans. The outer edges shall extend up the sides of the conveyance to prevent water from going around the check dam. Check dams shall be of sufficient height to maximize detention, without causing water to leave the ditch. Check dams shall meet the requirements in Section 9-14.5(4).
8-01.3(7) Stabilized Construction Entrance
The first paragraph is revised to read:

Temporary stabilized construction entrance shall be constructed in accordance with the Standard Plans, prior to beginning any clearing, grubbing, embankment or excavation. All quarry spall material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.

8-01.3(9)B Gravel Filter, Wood Chip, or Compost Berm
The first paragraph is revised to read:

Filter berms shall retain sediment and direct flows. The gravel filter berm shall be a minimum of 1 foot in height and shall be maintained at this height for the entire time they are in use. Rock material used for filter berms shall meet the grading requirements in Section 9-03.9(2), but shall not include any recycled materials as outlined in Section 9-03.21.

8-01.3(9)C Straw Bale Barrier
This section including title is revised to read:

8-01.3(9)C Vacant

8-01.3(11) Vacant
This section including title is revised to read:

8-01.3(11) Outlet Protection
Outlet protection shall prevent scour at the outlets of ponds, pipes, ditches or other conveyances. All quarry spall material used for outlet protection shall be free of extraneous material and meet the gradation requirements in Section 9-13.6.

8-01.3(13) Temporary Curb
This section is revised to read:

Temporary curbs shall divert or redirect water around erodible soils.

Temporary curbs shall be installed along pavement edges to prevent runoff from flowing onto erodible slopes. Water shall be directed to areas where erosion can be controlled. The temporary curbs shall be a minimum of 4 inches in height. Ponding shall not be in roadways.

8-01.4 Measurement
The third paragraph is revised to read:

Check dams will be measured per linear foot one time only along the completed check dam. No additional measurement will be made for check dams that are required to be rehabilitated or replaced due to wear.

This section is supplemented with the following:
Outlet Protection will be measured per each initial installation at an outlet location.

8-01.5 Payment

This section is supplemented with the following:

“Outlet Protection”, per each.
Special Provisions
SPECIAL PROVISIONS

E2 280-3460 – 2012 CRUSHING AND STOCKPILING PROJECT
(SUMMITVIEW QUARRY)

YAKIMA COUNTY, WASHINGTON

SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2012 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

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

(date) General Special Provision
(******) Notes a revision to a General Special Provision
and also notes a Project Specific Special Provision.

(Regions¹ date) Region Special Provision
(BSP date) Bridges and Structures Special Provision

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

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

Regions¹
ER Eastern Region
NCR North Central Region
NWR Northwest Region
OR Olympic Region
SCR South Central Region
SWR Southwest Region
WSF Washington State Ferries Division

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

Project Specific Special Provisions normally appear only in the contract for which they were developed.
GENERAL CONDITIONS

These Special Provisions, together with the Plans and Standard Specifications, provide a complete accomplishment of the work set forth therein. Payment of the items bid upon at the Contract Unit Price, therefore, shall be full and complete reimbursement for the completed project except as is otherwise specifically provided by the Special Provisions. The measurement of the quantity of each item of work accomplished will be made by the Engineer according to these Special Provisions and the applicable provisions of the 2012 Standard Specifications.

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(March 13, 1995)

The work to be performed under this Contract consists of the crushing and stockpiling of approximately 25,000 Tons of Crushed Surfacing Base Course at the Summitview Quarry, located in Section 11, Township 13 North, Range 17 East, W.M. as detailed on the attached plans, all in accordance with the attached Plans, these Special Provisions, the Standard Specifications and Amendments thereto.

The quantities of work indicated in the proposal are to be considered as estimates and are for comparative bidding purposes only. All payments shall be made on the basis of actual field measurement of Contract work completed.

All references hereinafter made to Standard Specifications shall refer to the 2012 Standard Specifications for Road, Bridge and Municipal Construction, English Units, as prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association.

Funds

(*****)

Yakima County Equipment Rental and Revolving Funds are involved in this project.

Section 1-01, Definitions and Terms

1-01.3 Definitions
(March 13, 2012 APWA GSP)

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

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.
Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

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

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

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

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

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

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

Supplement this Section with the following:

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

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

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

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

Additive
A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.
Alternate
One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

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

Contract Documents
See definition for “Contract”.

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

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

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

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

Section 1-02, Bid Procedures and Conditions

1-02.1 Prequalification of Bidders
Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)
Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)
Delete this section and replace it with the following:
Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (11&quot; x 17&quot;)</td>
<td>4</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Contract Provisions</td>
<td>1</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (e.g., 22&quot; x 34&quot;)</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

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

1-02.5 Proposal Forms
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal
(June 27, 2011 APWA GSP)

Supplement the second paragraph with the following:

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

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

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

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

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

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

1-02.7 Bid Deposit
(October 1, 2005 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

1-02.9 Delivery of Proposal
(January 24, 2011 APWA GSP)

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Advertisement for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.
The Contracting Agency will not consider Proposals it receives after the time fixed for
opening Bids in the call for Bids.

No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

1-02.12 Public Opening of Proposal
(******)

Section 1-02.12 is supplemented with the following:

Date of Opening Bids
Sealed bids are to be received at the following location prior to the time specified:

Board of County Commissioners of Yakima County, Room 232 Yakima County
Courthouse, 128 N. 2nd Street, Yakima Washington, 98901, until 2:00 P.M. of the
bid opening date.

The bid opening date for this project is June 6, 2012. Bids received will be publicly
opened and read after 2:00 P.M. on this date.

1-02.13 Irregular Proposals
(March 13, 2012 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Contracting Agency is not used or
      is altered;
   c. The completed proposal form contains any unauthorized additions, deletions,
      alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or
      enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,
      as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged Business
      Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bidder fails to submit writtenconfirmation from each DBE firm listed on the
      Bidder’s completed DBE Utilization Certification that they are in agreement with
      the bidders DBE participation commitment, if applicable, as required in Section
      1-02.6, or if the written confirmation that is submitted fails to meet the
      requirements of the Special Provisions;
   j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
      as required in Section 1-02.6, or if the documentation that is submitted fails to
      demonstrate that a Good Faith Effort to meet the Condition of Award was made;
k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
material terms of the Bid invitation; or

l. More than one proposal is submitted for the same project from a Bidder under the
same or different names.

1-02.14 Disqualification of Bidders

(March 25, 2009 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
39.04.350(1), as amended; or

2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or

3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work
or to the full extent of the bid, or to the extent that the bid exceeds the authorized
prequalification amount as may have been determined by a prequalification of the
Bidder; or

4. an unsatisfactory performance record exists based on past or current Contracting
Agency work or for work done for others, as judged from the standpoint of
conduct of the work; workmanship; or progress; affirmative action; equal
employment opportunity practices; termination for cause; or Disadvantaged
Business Enterprise, Minority Business Enterprise, or Women’s Business
Enterprise utilization; or

5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion
of the work bid upon; or

6. the Bidder failed to settle bills for labor or materials on past or current contracts,
unless there are extenuating circumstances acceptable to the Contracting Agency;
or

7. the Bidder has failed to complete a written public contract or has been convicted
of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or

8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion
of the Contracting Agency; or

9. there are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two
lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal
deadline, documentation (sufficient in the sole judgment of the Contracting Agency)
demonstrating compliance with all applicable responsibility criteria, including all
documentation specifically listed in the supplemental criteria. The Contracting Agency
reserves the right to request such documentation from other Bidders as well, and to request
further documentation as needed to assess bidder responsibility.
The basis for evaluation of Bidder compliance with these supplemental criteria shall be any
documents or facts obtained by Contracting Agency (whether from the Bidder or third
drives) 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.

Section 1-03, Award and Execution of Contract

1-03.1 Consideration of Bids
(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness
of extensions of the prices per unit and the total price. If a discrepancy exists between the
price per unit and the extended amount of any bid item, the price per unit will control. If a
minimum bid amount has been established for any item and the bidder’s unit or lump sum
price is less than the minimum specified amount, the Contracting Agency will unilaterally
revise the unit or lump sum price, to the minimum specified amount and recalculate the
extension. The total of extensions, corrected where necessary, including sales taxes where
applicable and such additives and/or alternates as selected by the Contracting Agency, will be
used by the Contracting Agency for award purposes and to fix the Awarded Contract Price
amount and the amount of the contract bond.

1-03.3 Execution of Contract
(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

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

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety’s officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).
Section 1-04, Scope of Work

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency’s Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

Section 1-05, Control of Work

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor
(March 25, 2009 APWA GSP)

Revise the seventh paragraph to read:

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

Section 1-06, Control of Material

1-06.2(2) Statistical Evaluation of Materials for Acceptance
(******)

Section 1-06.2(2) of the Standard Specifications is deleted.

Section 1-07, Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed
(October 1, 2003 APWA GSP)

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor’s care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor’s care.
The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor’s plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor’s performance does not, and shall not, be intended to include review and adequacy of the Contractor’s safety measures in, on, or near the project site.

(******)

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 is available to the Contractor at the Project Engineer’s office.

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

“Regulations of Yakima County Clean Air Authority”

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.5 Fish and Wildlife and Ecology Regulations
1-07.5(4) Air Quality

(*****)

In addition to the requirements of Section 1-07.5(4) of the Standard Specifications, the Contractor shall comply with the following environmental provisions:

The Contractor is hereby notified that there are various Federal, State, and local statutes, ordinances and regulations such as, but not limited to, the Yakima County Clean Air Authority Regulations, dealing with the prevention of environmental pollution and the preservation of public natural resources that affect or are affected by the project.

The Contractor is further advised that the construction of this Project does not require construction operations that would have to be done in a fashion that would be in violation of Yakima County’s Clean Air Ordinance, the State Shoreline Management Act or any other known statute, ordinance or regulation. To the extent that they are reasonably obtainable, these statutes, ordinances or regulations are on file in the office of the Director of Public Services of Yakima County, Room 408 County Courthouse, Yakima, Washington, for the inspection by prospective Bidders.

All Bidders are advised to acquaint themselves with the applicable sections of those statutes, ordinances, or regulations so that their Bid shall be based on a construction plan of operations that shall not be in violation of said statutes, ordinances or regulations. If the contractor desires to so conduct his operations so that they fall within the applicable sections of those statutes, ordinances, or regulations, he shall take all measures to obtain all approvals necessary to be in full compliance with the environmental protection requirements applicable to his operations. By submitting a Bid, the Contractor is thereby acknowledging these referred to Federal, State, and local statutes, ordinances or regulations.

1-07.6 Permits and Licenses

(*****)

Section 1-07.6 is supplemented with the following:

In addition to the expenses may be incurred by the Contractor for procuring permits and licenses, as specified herein, the Contractor shall be required to submit payment to the Department of Labor and Industries for processing of “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid”. All costs incurred by the Contractor shall be included in his various Unit Bid Prices, and no further payment shall be made.

1-07.9 Wages

(*****)

Section 1-07.9 of the Standard Specifications shall be supplemented with the following:

"The prevailing rate of wages to be paid to allow workmen, laborers, or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions in Chapter 39.12 RCW, as amended. The rules and regulations of the Department of Labor and Industries and the schedule of Prevailing Wage Rates for the locality or localities where this contract will be
performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein."

"Inasmuch as the Contractor will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these Specifications."

"In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended."

A minimum of one wage rate interview of the prime Contractor and each Subcontractor will be conducted by the Engineer during the project.

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

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

The Contractor and his Subcontractors shall supply Yakima County with Weekly Certified Payrolls for this Project.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements

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

B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form
coverage shall be maintained by the Contractor for a minimum of 36 months following the
Final Completion or earlier termination of this Contract, and the Contractor shall annually
provide the Contracting Agency with proof of renewal. If renewal of the claims made form
of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase
an extended reporting period ("tail") or execute another form of guarantee acceptable to the
Contracting Agency to assure financial responsibility for liability for services performed.

D. The insurance policies shall contain a "cross liability" provision.

E. The Contractor's and all subContractors' insurance coverage shall be primary and non-
contributory insurance as respects the Contracting Agency's insurance, self-insurance, or
insurance pool coverage.

F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written
notice of any policy cancellation, within two business days of their receipt of such notice.

G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified
copy of the insurance policy(s).

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

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

J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of
the contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and
  volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability
maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of
whether such limits maintained by the Contractor are greater than those required by this
Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor
pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.
1-07.18(3) Subcontractors
Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance
The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits
The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability
A policy of Commercial General Liability Insurance, including:

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

Such policy must provide the following minimum limits:

- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate
- $1,000,000 Products & Completed Operations Aggregate
- $1,000,000 Personal & Advertising Injury, each offence
Stop Gap / Employers' Liability
$1,000,000   Each Accident
$1,000,000   Disease - Policy Limit
$1,000,000   Disease - Each Employee

1-07.18(5)B Automobile Liability
Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such
policy(ies) must provide the following minimum limit:
$1,000,000    combined single limit

1-07.18(5)C Workers' Compensation
The Contractor shall comply with Workers' Compensation coverage as required by the Industrial
Insurance laws of the state of Washington.

Section 1-08, Prosecution and Progress
Add the following new section:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)
Add the following new section:

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)
Prior to the Contractor beginning the work, a preconstruction conference will be held
between the Contractor, the Engineer and such other interested parties as may be invited.
The purpose of the preconstruction conference will be:
1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by
   the work;
3. To establish and review procedures for progress payment, notifications, approvals,
   submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.
The Contractor shall prepare and submit at the preconstruction conference the following:
1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

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

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal working hours for the Contract shall be any consecutive 15-hour period between 6:00 a.m. and 9:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal 15-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work
(June 27, 2011 APWA GSP)

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

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

1-08.5 Time For Completion
(******)

Section 1-08.5 is supplemented with the following:

This project shall be completed within 20 working days.
Contract time shall begin on the later of: the first working day following the 10th calendar day after the date the Contracting Agency executes the contract or the first day the Contractor starts onsite work.

Section 1-09, Measurement and Payment

1-09.7 Mobilization
(******)

Section 1-09.7 of the Standard Specifications shall be supplemented with the following:

Contractor shall acquire the necessary moving permits from the Washington Department of Transportation and Yakima County Public Services prior to mobilizing equipment to the quarry site. The Contractor shall locate the crusher such that the material can be excavated in an efficient manner that disturbs a minimum amount of area that would adversely effect future set-ups. The Contractor shall locate the platform scale and scalehouse in a position that would provide viewing of the loading and stockpiling operation of the material being processed. The Engineer shall approve the location of the scale and scalehouse prior to set-up.

All cost associated with the mobilization of equipment, crusher set-up, and scale/scalehouse shall be included in the Unit Contract Price for "Mobilization". Payment will be as detailed under Section 1-09.7 of the Standard Specifications and its subsequent Amendments.

Section 3-01, Production from Quarry and Pit Sites

3-01.2(8) Use of Explosives
(******)

The following section is added:

The Contractor shall obtain and pay for the cost of any permits or licenses required for blasting, and make arrangement for inspection if required by the State Fire Marshal and any other agencies having jurisdiction over such matters.

The storage, handling, and use of explosives shall be performed in strict compliance with all federal, state, local, and owner's regulations that apply. The Contractor shall coordinate and perform blasting work to avoid interference with, or danger to, persons in the vicinity, the operations and property of the owner, adjacent facilities, and other contractors.

The Contractor shall promptly repair or replace all damage to work, materials, and existing structures and facilities that are intended to remain.

When using explosives, the Contractor shall adopt precautions which will prevent damage to landscape features and other surrounding objects, and prevent the scattering of rocks, stumps, or other debris. Trees within an area designated to be cleared may be left as a protective screen for surrounding vegetation during blasting operations. Trees so left shall be removed and disposed of after blasting has been completed.
The Contractor shall use electric detonators, except under conditions which indicate the use of other methods. Requests for the use of other detonators shall be in writing, showing the reasons and accepting the responsibility therefore. Such requests shall be submitted to the Engineer and approved before another type of detonator is used.

Rock blasting and sidehill excavation shall not be done by means of "coyote" or "gopher" holes, except with the prior written consent of the Engineer. Approval shall be only on the condition that the Contractor accepts full responsibility for the operations.

The Contractor shall exercise extreme care when blasting near any surface or structure intended to remain. In case damage from blasting occurs to any area or work intended to remain, or to the material surrounding or supporting the same that is intended to remain, the Contractor shall remove such damaged areas, repair the area by replacing the material surrounding or supporting the same, or furnish such material and perform such work for repair or replacement as the Engineer shall deem necessary. The Contractor shall repair promptly, completely, and satisfactorily all areas intended to remain that were damaged by blasting, at no additional expense to the owner.

3-01.3 County Furnished Material Sources

Section 3-01.3 of the Standard Specifications is supplemented with the following:

The following sources of materials are made available free of charge for this project to the Contractor:

SUMMITVIEW QUARRY:

Material for the manufacture of "Crushed Surfacing Base Course, in Stockpile" may be obtained from Summitview Quarry located in Section 11, Township 13 North, Range 17 East, W.M.

3-01.3(6) Special Conditions

The following special conditions shall apply to this project:

1. Contractor shall use platform scales to weigh aggregate for payment. Belt scales will not be allowed. Scales must be large enough to hold entire vehicle, and be certified prior to beginning any operations. Contractor shall supply weights for checking accuracy of scales, periodically. Generally these weights are 50 pounds each, and 10 are used.

2. Other Yakima County projects near the Quarry sites may be hauling from the stockpile during the crushing and stockpiling process of this project. Conflicts in using the stockpile site should be considered as possible short delays may occur. All costs incurred shall be considered incidental to the Contract Bid Items and no further payment shall be made.

3-01.3(7) Special Requirements

Several special requirements shall be completed by the Contractor as detailed below:
SUMMITVIEW QUARRY:

1. The stockpile areas shall be graded in a manner acceptable to the Engineer prior to the placement of any material in the appropriate stockpiles.

2. After construction the newly excavated slope and floor shall be reclaimed in a manner to match the surrounding area.

Section 3-02, Stockpiling Aggregates

3-02.2(6) Construction of Stockpiles
(******)

Section 3-02.2(6) of the Standard Specification shall be supplemented with the following:

All stockpile material shall be hauled to, and stockpiled at locations staked by the Engineer within the quarries. At several locations, existing stockpiles will be added to, therefore, the Contractor shall use caution and care so as to not cause any contamination of the existing material.

Section 3-03, Site Reclamation

3-03.3(1) County Provided Sites
(******)

Section 3-03.3(1) of the Standard Specifications shall be supplemented with the following:

All costs incurred by the Contractor to accomplish the reclamation of pit sites as shown on the attached Plans shall be considered incidental to various Contract Bid Items involved and no further payment shall be made.
Prevailing Wage Rates
For Applicable Prevailing Wage Rates please download or print from the Washington State Department of Labor & Industries web site link on the Bid Date as stated below:

http://www.Ini.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp
Standard Plans
(April 2, 2012)

Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective April 2, 2012 is made a part of this contract.

The Standard Plans are revised as follows:

B-10.20 and B10.40
Substitute “step” in lieu of “handhold” on plan

C-14a
SECTION B, callout – 1½” PVC CONDUIT (TYP.) is revised to read: 1½” PVC CONDUIT (TYP.) callout (mark) 8 #9 ~ 36” (TYP.) is revised to read: callout (mark) 8 #8 ~ 36” (TYP.) EPOXY BAR EXPANSION JOINT DETAIL, callout (mark) W #9 (epoxy coated symbol) ~ 36” (TYP.) is revised to read: callout (mark) 8 #8 (epoxy coated symbol) ~ 36” (TYP.)

C-23.60
Note 4. For anchor post assembly details, see Standard Plan C-1b. Use detail on this plan for wood breakaway post. (No block on this post)

Is revised as follows:

Note 4. For anchor post assembly details, refer to standard plan C-1b for Sim. Installation, with the exception of using the wood breakaway post detail, this plan. (No block on this post). Typical for both steel or wood guardrail runs.

G-24.40
Existing callout - CORNER BOLT (TYP.)
New callout - CORNER BOLT OR SHOULDER BOLT (TYP.)

I-30.50
Deleted

J-1f
Note 2, reference to J-7d is revised to J-15.15
References to J-9a (3 instances) are revised to J-60.05

J-3b
Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, “SEE STANDARD PLAN J-6C...” is revised to read: “SEE STANDARD PLAN J-10.10...”
Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised to J-60.05 (3 instances).

J-7c
Note 3, reference to J-7d is revised to J-15.15

J-16b
Key Note 1, reference to J-16a is revised to J-40.36
J-16c
Key Note 1, reference to J-16a is revised to J-40.36

J-20.10
Sheet 2, 2-Way Mounting Angle Detail,
Dimension 1.625" is revised to 1.8125"
Dimension 2.375" is revised to 2.1875"

J-75.40
Monotube Sign Structure, elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~
SIZE PER NEC. MINIMUM SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum
size # 4 AWG
Detail C, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

J-75.45
elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC.
MINIMUM SIZE # 8
Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG

Detail D, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8
Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR,
SIZE PER NEC minimum size # 4 AWG

K-80.30
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan
K-80.35

L-20.10, Sheet 1
Delete all references to tension cable and substitute tension wire. Add knuckled selvage is
required on the top edge of the fence fabric.

L-20.10, Sheet 2
Delete all references to tension cable and substitute tension wire. All rope thimbles, wire
rope clips and seizing are not required.

L-30.10, Sheet 1
Delete all references to tension cable and substitute tension wire.

L-30.10, Sheet 2
Delete all references to tension cable and substitute tension wire. All rope thimbles, wire rope clips and seizing are not required.

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

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Site Plans
SUMMITVIEW QUARRY
LOCATED IN THE EAST 1/2 OF THE SW 1/4
AND THE WEST 1/2 OF THE S.E. 1/4
OF SECTION 11, T. 13 N., R. 17 E., W.M.

QUANTITIES

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<th>ITEM #</th>
<th>MATERIAL</th>
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<tr>
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<td>Mobilization</td>
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<tr>
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<td>Crushed Surfacing Base Course</td>
<td>25,000 Ton</td>
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<tr>
<td>3</td>
<td>Minor Changes</td>
<td>Force Account</td>
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* = In Stockpile

NOT TO SCALE