



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066

Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

Willapa Harbor Area
(360) 875-9368
FAX 875-9377

Peninsula Area
(360) 642-9368
FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

INVITATION TO BID

BID NO. 2010-01 **CHIP ROCK**

DATE: MARCH 31, 2010

TO: ROCK SUPPLIERS

Pacific County is currently calling for Chip Rock bids. Since you have either supplied or contacted us to supply this type of material in the past, the enclosed bid documents are being forwarded to you by fax and regular mail for your convenience.

This year, Pacific County will guarantee a minimum quantity award. The actual quantity, determined by the purchase order to the successful bidders, may exceed the minimum quantity listed.

As a reminder to anyone bidding, please do not forget the bid surety with your proposals. And, if you are providing more than one proposal, the bid bond or surety must be based on 5% of your highest bid amount.

If you have any questions regarding this bid or the procedure, please contact Michael Collins at (360) 875-9368 or (360) 642-9368.

Sincerely,

Michael Collins, P.E., P.L.S
Director/County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON

BID NO. 2010-01

IT IS HEREBY ORDERED that it is the intention of the Board of Pacific County Commissioners to call for bids for **“CHIPROCK – BID NO. 2010-01”**. Sealed bids will be received until the hour of 9:00 AM on **April 23, 2010** in the Commissioners’ Office of the Pacific County Annex, 1216 West Robert Bush Drive, Suite F, South Bend, WA 98586 and then opened and read aloud.

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Postal Service (PO Box 187) in South Bend, Washington 98586-0187, prior to the normal closing time of the last business day proceeding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the County Commissioners Office at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, until the time and date of the bid opening. Any bids received after that time shall be null and void and returned to the bidder.

The Clerk of the Board is directed to advertise for bids and the County Director of Public Works/County Engineer is directed to prepare specifications for the above **“CHIPROCK – BID NO. 2010-01”**.

The Board of County Commissioners reserves the right to reject any or all bids or waive any or all irregularities.

DATED this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

Attest: _____
Commissioner

Clerk of the Board

Commissioner

PUBLIC NOTICE

CALL FOR BIDS

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners' and the Director of Public Works/County Engineer, or designee, in the Commissioners' Office at the Pacific County Annex Building at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, at the hour of 9:00 AM or as soon as possible thereafter, on **April 23, 2010:**

**“CHIP ROCK
BID NO. 2010-01**

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Postal Service (PO Box 187) in South Bend, Washington 98586-0187, prior to the normal closing time of the last business day proceeding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the County Commissioners Office at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, until the time and date of the bid opening. Any bids received after that time shall be null and void and returned to the bidder.

Bid proposals shall be clearly marked **“CHIP ROCK BID NO. 2010-01”** together with the name and address of the bidder on the outside of the envelope.

Specifications and proposal forms must be secured from the Department of Public Works, PO Box 66, South Bend, WA 98586-0066, Telephone (360) 875-9368 or (360) 642-9368.

Pacific County reserves the right to reject any or all bids or waive any or all regularities.

DATED this _____ day of _____, 2010.

Clerk of the Board

**PROPOSAL FOR
CHIP ROCK BID NO. 2010-01**

FROM: _____
(Name of Company)

Bid Opening: April 23, 2010, 2010 at 9:00 AM

Location: Office of the Clerk of the Board, Courthouse Annex, South Bend, WA

PROPOSAL INSTRUCTIONS

1. All bids submitted shall use this proposal form, signed and dated by a company representative.
2. The proposal form must be accompanied with a proposal guarantee in the amount of five (5%) percent of the largest award the vendor will accept.
3. Unit prices for all items, all extensions, and total amount of bid should be shown.
- 4. Pacific County will award this proposal based on the best value to the County and may not award the entire quantity to the same vendor.**
5. The unit costs in the Material Section shall remain in effect until December 31, 2008.
6. In the "Will Accept Award" section below, vendors need to sign in the appropriate signature block to indicate their preference.

Item	Quantities	Description	Unit Cost (per ton)	Amount (exclusive of Sales Tax)
1	300 tons North County	½" to #4 Chip Rock WSDOT Spec. #9-03.4(2) Delivered to SR 101, just North of Elk Creek Road		
2	1,000 tons North County	½" to #4 Chip Rock WSDOT Spec. #9-03.4(2) Delivered to Port of Tokeland		
3	300 tons North County	½" to #4 Chip Rock WSDOT Spec. #9-03.4(2) Delivered to Bay Center Dike Road near SR 101		
4	800 tons North County	½" to #4 Chip Rock WSDOT Spec. #9-03.4(2) Delivered to Willapa Stockpile, Willapa Road		
5	300 tons South County	½" to #4 Chip Rock WSDOT Spec. #9-03.4(2) Delivered to Nahcotta		
6	1,700 tons South County	½" to #4 Chip Rock WSDOT Spec. #9-03.4(2) Delivered to Pacific County Administration Facility *See Note Below		

***Public traffic must be taken into consideration when using the Pacific County Administration site.**

Signed _____
Signature of Agent

Date _____

The undersigned hereby certifies that they have examined and thoroughly understand the specifications, work, and contract terms embraced in this proposal, and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in this "Proposal".

Signature of Agent and Date

Telephone Number

Mailing Address

Fax Number

City, State, Zip

Plant Site Manufacture Product

INVITATION TO BID

BID OPENING DATE: April 23, 2010
TIME: 9:00 AM
LOCATION: OFFICE OF THE CLERK OF THE BOARD
ANNEX BUILDING
1216 W ROBERT BUSH DRIVE, SUITE F
SOUTH BEND, WA 98586
BID TITLE: CHIP ROCK
BID NO.: 2010-01
DEPARTMENT: PUBLIC WORKS

1. NOTICE TO ALL BIDDERS

You are hereby notified that it is Pacific County's intent to establish a standard of quality and performance by use of these specifications and not an attempt to limit competition. You are, therefore, encouraged to bid at variance with those specifications which you considered immaterial to the overall operation and performance. Pacific County Department of Public Works reserves the right to include in their analysis of responsible bidders, the past and/or anticipated performance of either the bidder or the product being bid. NOTE: A response is required to the OFFERED column for each item described. Use the terms "as specified" or "exceeds specifications" or like phrases when applicable. If variances are being bid, this must be shown on these specifications. Describe the variance in detail in the OFFERED column or on attached sheets. Attached descriptive materials may be referred to, but cannot be accepted as a variance unless specifically noted on the Bid Proposal and on these Technical Specifications.

2. INTERLOCAL COOPERATIVE ACT

Political subdivisions of the State of Washington are allowed to purchase from Pacific County bids in accordance with RCW 39.34 Interlocal Cooperative Act. Bidder agrees to sell at the same price, terms and conditions, subject to sellers approval at the time of the requested sale.

3. INSTRUCTIONS TO BIDDERS

PROPOSAL Proposals must be enclosed in a sealed envelope and mailed or delivered to the **Office of the Clerk of the Board, PO Box 187, South Bend, WA 98586-0187 or 1216 W. Robert Bush Drive, South Bend, WA 98586**. The outside of the envelope shall plainly identify the subject of the bid and the bid number. All proposals must be clearly and distinctly typed or written with ink or indelible pencil. Negligence on the part of the Bidder in preparing his bid confers no right to withdraw his proposal. All Fax requests from the Bidder must be received prior to the scheduled closing of the bidding.

No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the bid, or his authorized representative. All proposals must be on the form furnished by Pacific County

or they may be rejected by Pacific County. Where plans and specifications are attached to the proposal and request an offer comment, they are to be returned by the Bidder with the proposal.

Proposals will be received at one of the following locations, before the specified bid opening time:

A. Proposals delivered by the US Postal Service must be delivered to the US Post Office to PO Box 187, South Bend, WA 98586-0187, prior to normal closing time of the last business day preceding the date of proposal opening.

B. Proposals will be received by special delivery to the Clerk of the Board of Pacific County Commissioners in the Pacific County Courthouse Annex at 1216 W. Robert Bush Drive, South Bend, WA 98586, until the time and date of the bid opening. Any proposals received after that time shall be null and void and shall be returned to the Bidder.

4. ALTERATION OF PROPOSAL

Prior to bid opening, a Bidder may FAX any modification to their bid that does not alter their unit cost. Modifications that affect the unit price must be presented in a sealed envelope prior to the opening. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Pacific County will prevail.

5. LATE PROPOSALS

Proposals received after the scheduled closing time for filing are not to be considered and without further process, returned.

6. MODIFICATION OF PROPOSAL

Pacific County will consider any modification to a successful Bidder's proposal that makes the terms of the bid more favorable or advantageous to Pacific County. To be effective, every modification must be made in writing over the signature of the Bidder.

7. INVESTIGATION

The Bidder shall make all investigations necessary to inform him/her regarding the item or items to be furnished.

8. IMMATERIAL VARIANCES

Pacific County reserves the right to determine if equipment or materials which comply substantially, but not entirely, in quality and performance with the specifications are acceptable to Pacific County, and if any variance listed by the Bidder in this proposal is material or immaterial.

9. FIRM PRICE CLAUSE

The prices submitted will be firm during the contract period. If unit prices are requested, they should be shown for each unit on which there is a bid. In case of mistake in extension of price, unit prices will govern.

10. DISCOUNTS

There are no discounts associated with this bidding package.

11. BID/PERFORMANCE SURETY

A bid deposit as a surety bond, postal money order, cash, certified check or cashier's check in an amount of five (5%) percent of the unit price is required. Bid surety for the successful Bidder will be retained and released upon Pacific County's acceptance of the equipment/material purchased pursuant to this bid.

12. TAXES

Pacific County is required to pay Washington State Sales or Use Tax. Tax shall be shown separate from the bid, and is not a factor for award. Pacific County is exempt from Federal Excise and Transportation taxes.

13. BASIS OF AWARD

Pacific County will award to the most responsible Bidder submitting the most advantageous bid based on the minimum quantity. The most advantageous bid is determined from unit price, availability, product performance, and transportation costs. Pacific County reserves the right to reject bids in whole or in part, and to waive irregularities not affecting substantial rights.

14. COST OF PROPOSAL

This invitation to bid does not commit Pacific County to pay any costs incurred by any Bidder in the submission of a proposal, or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

15. CONFLICT OF INTEREST

A bidder filing a proposal thereby certifies that no officer, agent or employee of Pacific County who has a pecuniary interest in this bid has participated in the contract negotiations on the part of Pacific County that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

SPECIAL CONDITIONS

16. SILENCE OF SPECIFICATIONS

The apparent silence of this specification and supplemental specifications as to any detail or the apparent omission from it of a detailed description concerning any point, should be regarded as meaning that only best commercial practice is to prevail and that only materials and workmanship of first quality are to be used. Any exception to this specification is cause for rejection.

17. STANDARD OF QUALITY

All material offered against this specification shall be of the highest quality as offered to the trade in general.

18. QUANTITIES

Due to budget and expected high oil cost, the quantity of aggregate may vary. However, for the Bidder to provide competitive bidding, Pacific County will at least guarantee purchase of a minimum quantity.

19. MULTIPLE PROPOSALS

Bidders may submit more than one proposal. However, each proposal package must be complete in every respect and include a Proposal Page and all specifications, and be individually marked as "Proposal One", "Proposal Two" etc.

20. BID QUESTIONS

For questions regarding the bid instructions, specifications or proposal, please call (360) 875-9368 or (360) 642-9368, referencing the specific bid.

21. PREVAILING WAGE RATES

The vendor is exempt from paying prevailing wage rates for this proposal to provide material at the per ton rate.

LAWS TO BE OBSERVED

Comply with all laws, ordinances, and regulations – Federal, State, or Local – that affect work under the contract. Indemnify and save harmless Pacific County against any claims that may arise because the Contractor (or any employee of the Contractor or subcontractor) violated a legal requirement.

RESPONSIBILITY FOR DAMAGE

The County, Board of County Commissioners, County Engineer and all officers and employees of the County will not be responsible, in any manner, for any loss or damage that may happen to the work or any part; for any loss of material or damage to any of the materials or other things used or employed in the performance of work; for injury to or death of any persons, either workers or the public; or for damage to the public for any cause which might have been prevented by the Contractor, or the workers, or anyone employed by the Contractor.

The Contractor shall be responsible for any liability imposed by law for injuries to, or the death of, any persons or damages to property resulting from any cause whatsoever during the performance of the work, or before final acceptance.

Subject to the limitations in this section, the Contractor shall indemnify, defend and save harmless the County, Board of County Commissioners, County Engineer, and all officers and employees of the County from all claims, suits, or actions brought for injuries to, or death of, any person or damages resulting from construction of the work or in consequence of any negligent action regarding the work, the use of any improper materials in the work, caused in whole or in

part by any action or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the County may retain so much of the money due the Contractor as deemed necessary by the County Engineer to ensure indemnification until disposition has been made of such suits or claims.

The Contractor will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters that may occur because of construction operations.

The Contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

COUNTY ENGINEER

When referenced, it shall mean the County Engineer for Pacific County or his or her appointed representative.

CONTRACTUAL COMMITMENT

Both Pacific County and the successful Bidder agree that terms herein stated become the contract when Pacific County issues the purchase order, and the Bidder accepts the purchase order and initiates manufacturing and supplying material.

SUBCONTRACTING

A Subcontractor will not be permitted to perform any work under the contract until the Prime Contractor completes and submits the following document to the County Engineer: Request to Sublet Work (Form 421-012). Before work under a subcontractor can begin, the County Engineer must approve the request.

The payment of any estimate or retained percentage shall not relieve the Contractor of the obligation to make good any defective work or materials.

RESOLVING DISPUTES

If disputes occur during a contract, the Contractor shall pursue resolution through the County Engineer.

If a disagreement arises with anything required in a change order, another written order, or an oral order from the County Engineer, including any direction, instruction, interpretation, or determination by the County Engineer, the Contractor shall:

1. Immediately give a signed, written notice of protest to the County Engineer or the County Engineer's field inspectors before doing the work;
2. Supplement the written protest within 15 calendar days, with a written statement providing the following:
 - a. The date of the protested order;
 - b. The nature and circumstances causing the protest;
 - c. The contract provisions that support the protest;
 - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined; and
 - e. Any analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
3. If the protest is continuing, the information required above, shall be supplemented as requested by the County Engineer. In addition, the Contractor shall provide the County Engineer, before final payment, a written statement of the actual adjustment requested.

Throughout any protested work, keep complete records of extra costs and time incurred. The Contractor shall permit the County Engineer access to these and any other records needed for evaluating the protest. The County Engineer will evaluate all protests provided the procedures in this section are followed. If the County Engineer determines that a protest is valid, the County Engineer will adjust payment for work or time by an equitable adjustment in accordance with the section on Equitable Adjustment. The County Engineer will evaluate extensions of time. Adjustment will not be made for an invalid protest.

In spite of any protest, the Contractor shall proceed promptly with the work as the County Engineer orders.

The Contractor accepts all requirements of a change order by: (1) endorsing it; (2) writing a separate acceptance; or (3) not protesting in the way this section provides. A change order that is not protested as provided in this section, shall be full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays, related to any work either covered or affected by change.

By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the County Engineer any written or oral order (including directions, instructions, interpretations, and determinations).

By failing to follow the procedures of this section, and the section of claims, the Contractor completely waives any claims for protested work.

EQUITABLE ADJUSTMENT

The equitable adjustment shall be determined in one or more of the following ways:

1. If the parties are able to agree, the price will be determined by using:
 - a. Unit prices; or
 - b. Other agreed upon prices.
2. If the parties cannot agree, the County Engineer's price will be determined by using:
 - a. Unit prices; or
 - b. Other means to establish costs.

The following limitations shall apply in determining the amount of equitable adjustment:

1. The equipment rates shall be actual cost, but shall not exceed the rates set forth in AGC/WDOT Equipment Rental Agreement in effect at the time the work is performed.
2. No claim for loss of anticipated profits on deleted or uncompleted work or consequential damages of any kind will be allowed.

CLAIMS

If the Contractor claims that additional payment is due and the Contractor has pursued and exhausted all the means provided in the section "Resolving Disputes", the Contractor may file a claim as contained herein.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Obtain and maintain in full force and effect during the term of the contract, public liability and property damage insurance with insurance companies or through sources approved by the State Insurance Commissioner, pursuant to Title 48 RCW.

When the Contractor delivers the executed proposal for the work to the Contracting Agency, it shall be accompanied by a Certificate of Insurance (or a Certificate and a Binder) for a primary policy of Comprehensive General Liability Insurance, meeting the requirements set forth hereinafter. The insurance policy provided must be on a per occurrence basis; no claims made policy will be accepted. The insurance provided must be with an insurance company with a Best Rating of B+7 or equivalent. The Contracting Agency reserves the right to approve the security of the insurance provided, the company, terms and coverage, and the Certificate of Insurance. Failure of the Contractor to fully comply during the term of the Contract with these requirements will be considered a material breach of contract and shall be cause for immediate termination of the Contract at the option of the Contracting Agency.

The policy of insurance shall specifically name the Contracting Agency and any other entity specifically required by the Contract Provisions, as an additional insured. The Contracting Agency shall be given 20 days prior written notice of any cancellation, reduction or modification of the insurance.

The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency. Insurance shall provide coverage to the Contractor, all subcontractors, and the Contracting Agency. The coverage shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Contractor or the subcontractor, or by anyone directly or indirectly employed by either of them.

Upon request, the Contractor shall forward to the Contracting Agency the original policy, or endorsement obtained, to a Contractor's policy currently in force.

COVERAGES

The insurance shall provide the minimum coverage set forth below:

- a. Extended Bodily Injury;
- b. Employees as Additional Insured;
- c. Premises/Operations Liability (M&C);
- d. Owners and Contractors Protective Liability;
- e. Products and Completed Operations Liability (through guaranteed period);
- f. Blank Contractual Liability
- g. Broad Form Property Damage Liability
- h. Personal Injury, including coverage A, B, C, with no employee exclusions;
- i. Stop Gap or Employers Contingent Liability;
- j. Automobile Liability, including coverage for owner, non-owned, leased or hired vehicles;
- k. Explosion, Collapse, Underground Damage (XCU), as applicable.

LIMITS

All coverage combined single limit:

\$1,000,000 per occurrence, no deductible.

Providing coverage in these stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits.

APPLICABLE LAW AND VENUE

This contract is construed and interpreted in accordance with the laws of the State of Washington. The venue of any claims or causes of accidents arising from this contract shall be in Pacific County Superior Court.

For convenience of the parties to this contract, it is mutually agreed that any claims or causes of action which the Contractor has against the Contracting Agency arising from this contract shall be brought within 180 days from the date of Final Acceptance of the Contract by the Contracting

Agency. The parties understand and agree that the Contractor's failure to bring suit within the time period provided should be a complete bar to any such claims or causes of action.

It is further mutually agreed by the parties that when any claims or causes of action, which a Contractor asserts against the Contracting Agency, arising from this contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or actions.

DRUG FREE WORK PLACE POLICY

As Pacific County subscribes to a "Drug Free Work Place Policy" and a "Fit for Work Policy", all independent contractors delivering aggregate to Pacific County are required to submit to self certification that drug and alcohol testing is being performed and in compliance with Federal Highway Administration Rules. That certification shall summarize procedures being used and shall be signed by the individual managing the program and notarized.

DESCRIPTION OF WORK

The specification defines aggregate used for Light Bituminous Surface Treatment (LBST) with CRS-2P grade paving oil. The successful Bidder will provide the product and deliver the material to the designated stockpile sites.

IN VENDOR'S STOCKPILE

The vendor will manufacture and stockpile the product at their facility. It is understood that should aggregate fail to meet specification at anytime prior to transport, it remains rejected until corrective measure bring the aggregate back into specification.

The Bidder will, as incidental to the unit price, provide loading and scale services. Contamination of the aggregate in the loading process is reason for rejection, and trucks must be loaded to reasonably maximize their gross capacity.

PRODUCTION FROM QUARRY AND PIT SITES

This work shall be performed in accordance with Division 3 of the WSDOT Standard Specifications 3-01 through 3-01.6.

MATERIAL SPECIFICATION

Chip seal rock 1/2" to #4 shall be manufactured, in accordance with the requirements of the 2008 WSDOT Standard Specifications Section 9-03.4(2).

STOCKPILING AGGREGATES

All stockpiling activities shall be performed in accordance with WSDOT Standard Specifications Article 3-02 through 3-02.5. The supplied material will not haul from a belt-generated stockpile. Material must be (1) stockpiled in accordance with the above-mentioned specification; or (2) must be delivered to the designated stockpile sites. Pacific County will provide a loader and operator at the stockpile sites to shape the piles.

CONTROL OF MATERIAL

Promptly after receiving the contract award, the Contractor shall notify the County Engineer of all proposed material sources. If approved sources are unable to provide acceptable or uniform products, the Contractor shall locate other sources and obtain approval for them. All materials and articles incorporated into this contract:

1. Shall meet the requirements of the contract and be approved by the County Engineer.
2. May be inspected or tested at any time during their preparation and use.
3. Shall be rejected if they become out of compliance by contamination before transport.

ACCEPTANCE OF MATERIALS

Samples and Tests for Acceptance All field and laboratory materials testing by the County Engineer will follow methods described in the Contract documents and in the Washington State Department of Transportation Laboratory Manual.

MEASUREMENT

Measurement for "Aggregate" shall be per ton.

TIME FOR COMPLETION

The vendor shall have the full quantity of aggregate processed and delivered no later than June 1, 2008.

PAYMENT

The unit price for "Aggregate", per ton, shall be full compensation for all work to produce the aggregate, but not limited to: stockpiling at a contractor provided site, loading into trucks and maximizing truck weight, weighing the trucks on certified scales, weight tickets, all permits required by Department of Natural Resources or other agencies, and reclamation and cleanup of the pit and stockpile site, it required.

Monthly progress invoices must include the following information to qualify for prompt payment:

1. Date;
2. Truck number;
3. Daily tare weight for each truck;
4. Weight ticket number;
5. Gross load and net load;
6. Daily tonnage total;
7. Invoice tonnage total.