

CONTRACT PROVISIONS AND PLANS



FOR CONSTRUCTION OF:

**BITUMINOUS SURFACE TREATMENT
SEAL COAT 3/8" - #10 - 2012
CE 1952 PRES**

BENTON COUNTY PUBLIC WORKS DEPARTMENT

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY

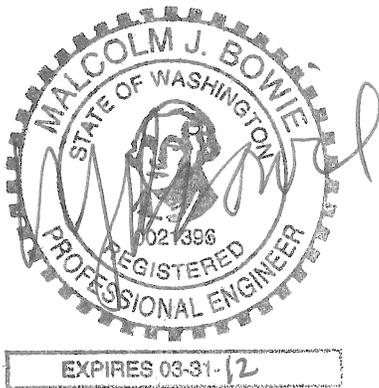
NOTICE TO ALL PLANHOLDERS

Sealed bids for C.E. 1952 PRES - BITUMINOUS SURFACE TREATMENT – (SEAL COAT 3/8" TO #10) - 2012, shall be received by the Benton County Engineer, Benton County Courthouse, 620 Market St., P. O. Box 1001, Prosser, Washington 99350-0954 until 1:30 p.m., Local Time, Monday, January 30, 2012. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened and read on Monday, January 30, 2012, at 2:00 p.m., Local Time, in the Public Works office of the Benton County Courthouse, 620 Market St., Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of five (5) pages, plus completed Proposal Bond form, and be enclosed in a sealed envelope marked, "BID FOR BITUMINOUS SURFACE TREATMENT".

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

Informational copies of maps, plans, and specifications are on file for inspection in the Office of the County Engineer, Benton County Courthouse, Prosser, Washington. The complete set of bid documents may be purchased at a non-refundable cost of \$25.00. Personnel of the County Engineer's Office will show this job to all prospective bidders upon request. The Engineer's Office can be reached at telephone number (509)786-5611 or (509)736-3084.



ENGINEER'S CERTIFICATION

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.

Date:

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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.

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) Subsurfacing 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 1-08, Prosecution and Progress **January 2, 2012**

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.

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SPECIAL PROVISIONS

The following special provisions are to be used with the State of Washington 2012 STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION, adopted by Benton County, and hereby are made a part of this contract.

The special provisions hereinafter contained shall supersede any conflicting provisions of the standard specifications, and the foregoing supplemental amendments.

Where the terms "State" or "Contracting Agency" appear in the standard specifications and the special provisions, the "County of Benton" shall be used for this contract. Where the terms "Engineer" or "Secretary of Transportation" appear in the standard specifications and the special provisions, "County Engineer of Benton County" shall be used for this contract. Where the terms "Department" or "Department of Transportation" appear in the standard specifications and the special provisions, "Board of Benton County Commissioners" shall be used for this contract. Where the term "Superior Court of Thurston County" appears in the standard specifications and the special provisions, "Superior Court of Benton County" shall be used for this contract.

1. DATE AND TIME OF RECEIVING BIDS

Sealed bids will be received in the office of the Benton County Engineer, P.O. Box 1001, Benton County Courthouse, 620 Market Street, Prosser, Washington 99350-0954, until 1:30 p.m., Local Time, Monday, January 30, 2012. NO BIDS WILL BE RECEIVED AFTER THAT DATE AND TIME.

2. WITHDRAWAL OF BID

Contractors may withdraw a bid which has been submitted at any time prior to the date and time of opening bids. To accomplish this, a written request by an authorized representative of the Contractor must be submitted to the Benton County Engineer prior to bid opening. After withdrawing a previously submitted bid, the Contractor may submit another bid at any time prior to the date and time of receiving bids.

All materials submitted in response to this request become the property of Benton County and shall not be returned. Selection or rejection of a response does not affect this right.

3. DATE AND TIME OF OPENING BIDS

Sealed bids will be publicly opened and read in the Public Works Conference room, First Floor, Courthouse, 620 Market Street, Prosser, Washington 99350-0954, at 2:00 p.m., Local Time, Monday, January 30, 2012.

4. CONTRACTOR'S REGISTRATION AND PREQUALIFICATION OF BIDDERS

Only contractors registered in accordance with the contractor's Registration Act, RCW 18.27, may bid on this project. The Contractor shall include his registration number in the bid proposal.

Section 1-02.1 of the standard specifications, Prequalification of Bidders, is not required for this project.

5. NON-COLLUSION DECLARATION

The non-collusion declaration referred to in Section 1-02.8 of the standard specifications is required on this project. A non-collusion declaration has been included with and made a part of the proposal for this project.

6. EXECUTION OF CONTRACT

Section 1-03.3 of the standard specifications is hereby revised to provide ten (10) calendar days instead of twenty (20) calendar days period for Contractor to execute the contract and furnish performance bond.

7. CONSIDERATION OF BIDS

Bidders are notified that all bids are likely to be rejected if the lowest responsive bid received exceeds the Engineer's estimate by an unreasonable amount. In the event all bids are rejected for this reason, this project may be deferred for re-advertising for bids until a more competitive situation exists.

8. BID PROCEDURES AND CONDITIONS

1-02.5, Proposal Forms

(*****)

Delete this section and replace it with the following:

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

The proposal form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's

Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the proposal form.

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

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

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

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

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

1-02.6, Preparation of Proposal

Section 1-02.6 of the Standard Specifications is supplemented with the following:

On this project, the bidder will not be required to submit with the bid a list of:

1. Subcontractors, and
2. The work the subcontractors will perform.

1-02.7 Bid Deposit

(*****)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of 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.

(*****)

Should the Contractor desire to submit their proposal guaranty of five percent (5%) in the form of a Proposal Bond, they are required to submit said Proposal Bond using the DOT Form 272-001, which is included as part of the Proposal for this project. For this contract, DOT Form 272-001 has been revised to read: "...shall furnish bond as required by Benton County within a period of ten (10) days from...".

1-02.9, Delivery of Proposal

(*****)

Revise the first paragraph to read:

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 stated in the Bid Documents, to ensure proper handling and delivery.

9. PERFORMANCE BOND

The Contractor to whom this work is awarded will be required to furnish a performance bond executed by a surety company acceptable to the County. Said surety to be held firmly bound to the County, guaranteeing the faithful performance of the contract and each and every obligation, covenant or undertaking of the Contractor under said contract and the payment of all obligations arising thereunder.

Said bond shall further indemnify and save harmless the County from any defect or defects in any of the workmanship or materials entering into any part of the work of the Contractor, as defined in the GENERAL CONDITIONS which shall develop or be discovered within one year after the acceptance of such work.

Premiums for contract bond shall be paid by the Contractor.

10. PRECONSTRUCTION CONFERENCE

Prior to commencing work on this project, a preconstruction conference shall be held at a time mutually convenient to the Contractor and Engineer. Procedures and contract details will be considered.

11. DESCRIPTION OF WORK

This contract provides for the preventative maintenance of approximately 77.29 miles of Benton County roads and 4.44 miles of City of Prosser Streets by the application of Bituminous Surface Treatment (Seal Coat 3/8" - #10), and other work, all in accordance with these contract provisions and plans.

12. PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

The current Benton County Clean Air Authority Regulations may be obtained from their office at 114 Columbia Point Dr., Suite C, Richland, Washington 99352, telephone (509)943-3396.

If the Contractor's operations involve work outside the areas covered by the foregoing environmental provisions, he shall advise the Engineer and request a list of any additional environmental provisions covering the area involved.

13. LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes

Section 1-07.2 State Taxes is supplemented with the following:

The mineral aggregate source for Benton County Roads is stockpiled in a County-owned/leased stockpile site for public road purposes and, therefore, the Contractor is exempt from paying State Sales Tax (RCW 82.12.0269). The provisions of Section 1-07.2(1) of the standard specifications apply. For purposes of Washington State Use Tax, the value of the aggregate listed in Bid Item 2, "Mineral Aggregate From Stockpile Site SP-102 For B.S.T. 3/8" to #10", for Benton County Roads, is \$21.39 per c.y. Bid Item 3, "Mineral Aggregate From Stockpile Site SP-139 For B.S.T. 3/8" to #10, for Benton County Roads is \$8.53 per c.y.

14. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

1-07.18 Insurance

(May 10, 2006 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. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.
- 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 City of Prosser 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.

The Contractor shall obtain, and keep in force during the term of this contract, public liability and property damage insurance in accordance with the provisions of Section 1-07.18 of the standard specifications.

In addition to the requirements of Section 1-07.18, the Contractor shall comply with the following:

The cost to name the State as being insured as required by Section 1-07.18 shall be reported to the Engineer on DOT Form 421-025, Public Liability and Property Damage Insurance Certification. This certification shall identify only the cost to provide insurance coverage for the State in accordance with Section 1-07.18 and shall not include any cost for the Contractor's portion of the insurance. The Contractor shall make every effort to identify the cost. However, in the event the cost is not identifiable, the Contractor will be permitted to report that fact in order to comply with the requirements of this subsection. The certification shall be submitted to the Engineer as soon as the cost can be identified but not later than when the Contractor signs and returns the Final Contract Voucher Certification for final payment as provided in Section 1-09.9. This certification shall be subject to audit, in accordance with Section 1-09.12, to ensure the costs are properly reported.

15. HAULING ON OTHER THAN COUNTY ROADS

Whenever the Contractor obtains materials from a source other than that provided by the County or provides a source for materials not designated to come from a source provided by the County and the location of the source necessitates hauling on other than State Highways, the Contractor shall, at his own cost and expense, make all arrangements for the use of the haul routes.

16. LEGAL LOADS

The Contractor shall comply with all legal restrictions when hauling on County roads. Load limits under Section 1-07.7 shall apply on all Benton County roads outside of the project limits. All seasonal load limits as applied by Benton County shall also apply outside the project limits.

17. FUNDS

Benton County funds, County Arterial Preservation Program (CAPP) funds, and City of Prosser funds are involved with this project.

18. PERMITS AND FEES

All permits and fees will be paid by the Contractor and the cost of such permit fees shall be included in the contract sum.

All drawings, plans, and specifications shall be approved by the County Engineer prior to commencing work.

19. TIME FOR COMPLETION

This project shall be completed in its entirety in accordance with the provisions of Section 1-08 of the Standard Specifications within **thirty (30) working days**. **The Engineer will determine the start date for this contract.**

20. ASSURANCE OF NON-DISCRIMINATION

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap. All bidders shall sign and return with the Proposal an ASSURANCE OF NON-DISCRIMINATION form which is attached and hereby made a part of this contract.

21. PROSECUTION AND PROGRESS

Subcontracting

Section 1-08.1 is supplemented with the following:

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

A subcontractor or an agent to the subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Agent Certification for Federal-aid Projects (Form 420-004).

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

22. MEASUREMENT AND PAYMENT

The Contractor is required to comply with the provisions of Section 1-09 of the Standard Specifications that require that any claims or causes of action which the Contractor has against Benton County arising from this contract shall be brought within 180 calendar days from the date of final acceptance, as specified in Section 1-05.12 of the Standard Specifications.

23. COST REDUCTION INCENTIVE PROPOSALS (VALUE ENGINEERING)

The Contracting Agency has a policy for the administration of cost reduction alternatives proposed by the Contractor. The Contractor may submit proposals for changing the Plans, specifications or other requirements of the Contract. These proposals must reduce the cost of the project.

Guidelines for submitting Cost Reduction Incentive Proposals are available at the Project Engineer's office. The payments and requirements described in the guidelines are not part of the Contract and are not subject to negotiation. The Engineer's decision to accept or reject all or part of a proposal is final. This decision is not subject to arbitration under the arbitration clause or otherwise subject to litigation.

24. AMERICAN-MADE MATERIALS

The provisions of Section 1-06 of the Standard Specifications is supplemented by the following:

For this project, the steel construction material that is permanently incorporated into the project shall consist of American-made material only. American-made material is defined as material having all manufacturing processes occur in the United States. The Contractor may utilize minor amounts of foreign steel in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract costs or \$2,500.00, whichever is greater. A certification of materials origin will be required for any items comprised of, or containing, steel construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109.

25. WILDLIFE AND FISHERIES REGULATIONS

No permits are required for this project.

26. ARCHAEOLOGICAL AND HISTORICAL OBJECTS

It is national and state policy to preserve, for public use, historical and prehistorical objects such as ruins, sites, buildings, artifacts, fossils, or other objects of antiquity that may have significance from a historical or scientific standpoint. Any archaeological or historical objects, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Engineer of any such finds.

The Engineer, through Headquarters Construction, will contact the archaeologist, who will determine if the material is to be salvaged. The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. If the archaeologist determines that the material is to be salvaged, the Engineer may require the Contractor to stop work in the vicinity of the discovery until the salvage is accomplished. Any loss of time suffered by the Contractor due to resulting delays will be adjusted in accordance with section 1-08.8 of the standard specifications.

27. TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2 (1) General

Section 1-10.2(1) is supplemented with the following:

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, Wa. 98346
(360) 297-3035

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, Wa. 98109
1-800-521-0778 or (206) 382-4090

1-10.2(2) Traffic Control Plans

Section 1-10.2(2) is supplemented with the following:

The Contractor shall submit a traffic control plan prior to commencing BST operations. The plan is to be used as a guide only and each roadway shall be reviewed for placement of applicable signs.

The Contractor shall provide reasonable ingress and egress from adjacent properties within the limits of this project, subject to the approval of the Engineer. This project shall be kept open to through traffic at all times.

Benton County will have all parked vehicles removed from County roads prior to BST operations. The Contractor shall give a minimum of 48 hours notice before BST operations begin.

The City of Prosser will have all parked vehicles removed from City streets prior to BST operations. The Contractor shall give a minimum of 48 hours notice before BST operations begin.

1-10.3 Flagging, Signs, and All Other Traffic Control Devices

1-10.3(1) Traffic Control Labor

Section 1-10.3(1) is supplemented with the following:

Traffic Control required for this contract shall include the handling of all Class B construction signs and all associated flagging.

1-10.4 Measurement

Section 1-10.4 is supplemented with the following:

There will be no unit of measurement for Traffic Control as it will be by the Lump Sum.

1-10.5 Payment

Section 1-10.5 is supplemented with the following:

All costs for the work to provide Traffic Control including Class B construction signs, flagging, Traffic Control Supervisor (TCS) and Traffic Control Manager (TCM) shall be included in the contract bid items for "Traffic Control", per Lump Sum.

28. DISPOSAL OF SURPLUS MATERIALS

No waste site has been provided by the County for the disposal of surplus materials and debris. The Contractor shall make his own arrangements at his own expense for the disposal of any surplus materials and debris.

29. SOURCE OF MATERIALS FOR 3/8" TO #10 (Benton County)

County Furnished Material Sources

The following source of stockpiled material is made available only for Benton County Roads at no cost to the Contractor:

Stockpile Site SP-102 "Highland" and Stockpile Site SP-139 "Coats" are the source for Mineral Aggregate for B.S.T. 3/8" to #10. Highland Stockpile site is located in Section 10, Township 9 North, Range 26 East, W.M. Coats Stockpile site is located in Section 34, Township 10 North, Range 25 East, W.M. Locations of stockpiles are shown on the Benton County vicinity map.

Source of Materials (City of Prosser)

No source has been provided for any of the materials necessary for the application of bituminous surface treatment on the City of Prosser streets. The Contractor shall make his own arrangements to obtain the necessary materials at his own expense, and all costs of acquiring, producing, and placing these materials in the finished work will be included in the unit contract prices of the bid items for the City of Prosser.

Measurement

Mineral Aggregate for B.S.T. 3/8" to #10 shall be measured by the cubic yard in the truck (truck measure). The Engineer and Contractor will agree on a per cubic yard measurement in the truck, at the stockpile site, before delivery to the roadway.

Payment

All equipment, tools, and labor necessary to haul, place, and compact the mineral aggregate, shall be paid for as follows:

Mineral Aggregate From Stockpile Site SP-102 For B.S.T. 3/8" to #10, per c.y.
Mineral Aggregate From Stockpile Site SP-139 For B.S.T. 3/8" to #10, per c.y.
Furnish and Place Mineral Aggregate For B.S.T. 3/8" to #10, per c.y.

30. OPERATION IN STOCKPILE SITE

Prior to completion of this project, the Contractor shall remove and dispose of all litter, waste and other debris resulting from his operations and shall leave the stockpile and stockpile site in a condition satisfactory to the Engineer. All cost to the Contractor to perform the above work shall be incidental to and included in the unit contract prices for the various materials used from this site. No further compensation will be allowed.

31. PATCHING EXISTING BITUMINOUS SURFACES

Benton County and the City of Prosser maintenance forces will crack seal and patch roads scheduled for bituminous surface treatment prior to work being undertaken by the Contractor. This work will be completed by May 1, 2012.

32. BITUMINOUS SURFACE TREATMENT

5-02.2 Materials

Section 5-02.2 is supplemented with the following:

Specifications for Asphalt CRS-2P shall be as per Section 9-02.1(6)A of the Standard Specifications – Polymerized Cationic Emulsified Asphalt CRS-2P. Acceptance of the Asphalt CRS-2P shall be as per Section 9-02.2 Sampling and Acceptance.

The unit contract bid price for Asphalt CRS-2P, per ton, shall include any and all anticipated increases in material costs. No additional compensation will be made due to price increase of materials, after award of the contract.

5-02.3 Construction Requirements

5-02.3(2)B Seal Coats

Section 5-02.3(2)B is supplemented with the following:

Pre Power Brooming

All roads listed on Appendix A shall be power broomed, by the Contractor, prior to BST placement. The Contractor shall water the roadways within residential areas where BST operations will occur for the purposes of dust control, prior to any power brooming operations or as directed by the Engineer. During all power brooming operations the Contractor shall provide a pilot vehicle equipped with signs and sufficient warning lights to alert traffic of the power brooming operations.

The City of Prosser maintenance forces will perform all pre-power brooming operations on City streets.

5-02.3(5) Application of Aggregates

Section 5-02.3(5) is supplemented with the following:

The spreader hopper shall be equipped with electrical or hydraulically controlled positive variable-width control. The variable-width control may be either by gate control on a fixed width hopper or an extendable hopper. The fixed-width hopper shall have 6-inch width control gates on the outside 2 feet of the hopper and 1 foot control gates throughout the rest of the hopper.

Post Power Brooming and Pickup Sweeping

All roads listed on Appendix A shall be power broomed, by the Contractor, upon completion of BST placement. Where lawns are adjacent to the roadway, the Contractor shall broom material in a method that rock will not enter adjacent lawns. Rock entering adjacent lawns due to power brooming operations, shall be removed by the Contractor at his own expense. All roads listed on Appendix A and Appendix B marked for Pickup Sweep shall be swept with a pickup sweeper by the Contractor. Materials from pickup sweeping shall become the property of the Contractor and he shall make his own arrangements for the disposal of those materials.

5-02.3(9) Protection of Structures

Section 5-02.3(9) is supplemented with the following:

Benton County forces shall be responsible for the protection of their utility structures (covering and uncovering of utility structures).

The City of Prosser maintenance forces shall be responsible for the protection of their utility structures (covering and uncovering of utility structures).

5-02.4 Measurement

Section 5-02.4 is supplemented with the following:

There will be no unit of measurement for pre-power brooming, post-power brooming, and pickup sweeping.

5-02.5 Payment

Section 5-02.5 is supplemented with the following:

All costs incurred to the Contractor to perform pre-power brooming, post-power brooming, and pickup sweeping shall be included in the unit contract prices for the various bid items of work.

33. PAVEMENT MARKING

8-22.1 Description

Section 8-22.1 is supplemented with the following:

This work shall consist of furnishing and installing a single (1) application of pavement markings upon the new BST surfaces which had existing pavement markings, in accordance with the plans, standard plans, and these provisions. Locations of pavement markings shall be field located by the Engineer prior to commencing pavement marking operations.

8-22.3(3) Marking Application

Section 8-22.3(3) is supplemented with the following:

The liquid pavement marking material thickness for the single application shall be 16 mils thickness.

8-22.4 Measurement

Section 8-22.4 is supplemented with the following:

Painted Skip Stripe Yellow, Painted Solid Stripe Yellow, and Painted Solid Stripe White will be measured by the completed mile, Painted 6 inch Lane Line, and Painted Stop Line, per linear foot, Painted Crosswalk Line, per square foot, and Painted Traffic Arrow, per each. Traffic Control required for applying pavement markings shall be included in the unit contract bid items for "Traffic Control".

8-22.5 Payment

Section 8-22.5 is supplemented with the following:

All materials, equipment, and labor necessary to perform the required work described shall be included in the unit contract price per mile for the following bid items included in the proposal:

Painted Skip Stripe Yellow, per mi
Painted Solid Stripe Yellow, per mi
Painted Solid Stripe White, per mi
Painted 6 inch Lane Line White, per linear foot
Painted Stop Line 2' x 10', per linear foot
Painted Crosswalk Line 2' x 8', per square foot
Painted Traffic Arrow", per each

34. TEMPORARY PAVEMENT MARKERS

8-23.1 Description

Section 8-23.1 is supplemented with the following:

The Contractor shall furnish and install temporary pavement markers on County Roads and City of Prosser streets that have pavement markings. The Contractor shall also install temporary pavement markers on County culvert crossings. Temporary pavement markers shall be installed on existing centerline stripe, edge line, turn lanes, stop bars, crosswalk blocks, traffic arrows and one on each side of the road for culvert crossings. All County culvert crossings are marked with white paint. The Engineer and Contractor will define the temporary pavement marking pattern in the field.

8-23.2 Materials

Section 8-23.2 is supplemented with the following:

Materials for temporary pavement markers shall be "Raised Pavement Markers".

8-23.4 Measurement

Section 8-23.4 is supplemented with the following:

There will be no unit of measurement for Temporary Pavement Markers.

8-23.5 Payment

Section 8-23.5 is supplemented with the following:

All materials, equipment, and labor necessary to place temporary pavement markers shall be included in the lump sum contract price for the bid items "Traffic Control".

35. WETTING OF HAUL ROADS (DIRT AND GRAVEL)

The Contractor will be required to keep haul roads (dirt and gravel) wet down for the purpose of dust control, particularly in areas where fruit trees, grapes, and hop yards are located adjacent to the haul roads, as directed by the Engineer. The cost of all material and labor used for dust control shall be included in the unit contract prices of the various bid items of work on this project. No further compensation will be made.

36. SPEED RESTRICTIONS

All vehicles employed by the Contractor shall not exceed 25 miles per hour on all roads that have been chip sealed under this contract.

37. AVERAGE PAVEMENT WIDTH

Widths shown on Appendix A, and Appendix B are approximate average widths only. The actual widths, widenings, and intersections are to be adjusted in the field and will be paid for at the unit contract prices for the bid items involved.

38. WATER

Section 2-07 of the standard specifications shall apply in all respects, including that Contractor will be required to apply all water necessary for laying dust and make every effort to see that dust is kept at a minimum at all times for the duration of the construction. All work of providing and placing water shall be considered incidental to the construction and all costs shall be included in pay items of the project.

39. PUBLIC CONVENIENCE AND SAFETY

The construction safety zone for this project is 10 feet from the outside edge of the traveled way.

During nonworking hours, equipment or materials shall not be within the safety zone unless it is protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

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

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

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

40. STANDARD PLANS

August 1, 2011

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 06-035, effective August 1, 2011 is made a part of this contract.

The Standard Plans are revised as follows:

All Standard Plans

All references in the Standard Plans to "Asphalt Concrete Pavement" shall be revised to read "Hot Mix Asphalt".

All references in the Standard Plans to the abbreviation "ACP" shall be revised to read "HMA".

A-1

The TIE BAR length of 32" is revised to 30".

In the PCCP TO ACP LONGITUDINAL JOINT, SECTION VIEW: the reference to Std. Spec. 5-04.3(11) is revised to Std. Spec. 5-04.3(12)B.

C-1 Sheet 2

The SNOW LOAD RAIL WASHER dimensions are revised to 1 3/4" from 2", and to 7/8" from 1".

C-11b Sheets 1 and 2

In the PRECAST FOOTING, ELEVATION view (Sheet 1) and in the CAST-IN-PLACE FOOTING, ELEVATION view (Sheet 2), COMMERCIAL CONCRETE is revised to CONCRETE CLASS 4000.

In the BREAKAWAY ANCHOR ANGLE, ELEVATION view (Sheet 2), the welding symbols are revised to indicate that the 1/4" Inside Gussets have 1/4" fillet weld joints, and the 1/2" End Gussets have 1/2" fillet weld joints.

D-1a Sheet 2 & D-1b Sheet 2

Reinforcing Steel Bar marked "R1" (see lower left corner): the dimension 1' - 2 1/2" is revised to 1' - 0 1/2".

F-3b

In SECTION "C": the dimension labeled *VARIABLES ~ 3' - 0" TO "A" ~ TYPE 2A* is revised to *VARIABLES ~ 3' - 0" TO "E" ~ TYPE 2A*; *VARIABLES ~ 2' - 6" TO "C" ~ TYPE 2B* is revised to *VARIABLES ~ 2' - 6" TO "G" ~ TYPE 2B*; and, *VARIABLES ~ 6' - 0" TO "B"* is revised to *VARIABLES ~ 6' - 0" TO "F"*.

G-8g Sheet 1

In the ELEVATION views, in the labels LOWER SIGN POST SUPPORT: the parenthetical specification "12 GAGE" is revised to "7 GAGE".

I-10

In NOTE 1: the reference to Standard Specification 8-01.3(5)A is revised to Standard Specification 8-01.3(6)A.

K-1 through K-27

These plans are for local agency use only.

M-17.10-00

NOTE 2 is omitted. (See Standard Plan G-1 for sign mounting height)

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.

A-1	5/13/02	A-3.....	5/30/02	A-6.....	2/24/03
A-2	5/09/02	A-5.....	2/24/03	A-7.....	10/04/05
B-5.20-00	6/01/06	B-30.50-00	6/01/06	B-75.20-00	6/01/06
B-5.40-00	6/01/06	B-30.70-00	6/01/06	B-75.50-00	6/08/06
B-5.60-00	6/01/06	B-30.80-00	6/08/06	B-75.60-00	6/08/06
B-10.20-00	6/01/06	B-30.90-00	6/08/06	B-80.20-00	6/08/06
B-10.40-00	6/01/06	B-35.20-00	6/08/06	B-80.40-00	6/01/06
B-10.60-00	6/08/06	B-35.40-00	6/08/06	B-82.20-00	6/01/06

B-15.20-00	6/01/06	B-40.20-00	6/01/06	B-85.10-00	6/01/06
B-15.40-00	6/01/06	B-40.40-00	6/01/06	B-85.20-00	6/01/06
B-15.60-00	6/01/06	B-45.20-00	6/01/06	B-85.30-00	6/01/06
B-20.20-00	6/01/06	B-45.40-00	6/01/06	B-85.40-00	6/08/06
B-20.40-00	6/01/06	B-50.20-00	6/01/06	B-85.50-00	6/08/06
B-20.60-00	6/01/06	B-55.20-00	6/01/06	B-90.10-00	6/08/06
B-25.20-00	6/08/06	B-60.20-00	6/08/06	B-90.20-00	6/08/06
B-25.60-00	6/01/06	B-60.40-00	6/01/06	B-90.30-00	6/08/06
B-30.10-00	6/08/06	B-65.20-00	6/01/06	B-90.40-00	6/08/06
B-30.20-00	6/08/06	B-65.40-00	6/01/06	B-90.50-00	6/08/06
B-30.30-00	6/01/06	B-70.20-00	6/01/06	B-95.20-00	6/08/06
B-30.40-00	6/01/06	B-70.60-00	6/01/06	B-95.40-00	6/08/06
C-1	10/31/03	C-3	10/04/05	C-8f	6/30/04
C-1a	7/31/98	C-3a	10/04/05	C-10	7/31/98
C-1b	10/31/03	C-3b	10/04/05	C-11	5/20/04
C-1c	5/30/97	C-3c	6/21/06	C-11a	5/20/04
C-1d	10/31/03	C-3d	3/03/05	C-11b	5/20/04
C-2	1/06/00	C-4	7/13/01	C-12	7/27/01
C-2a	6/21/06	C-4a	2/25/05	C-13	4/16/99
C-2b	6/21/06	C-4b	6/08/06	C-13a	4/16/99
C-2c	6/21/06	C-4e	2/20/03	C-13b	4/16/99
C-2d	6/21/06	C-4f	6/30/04	C-14a	7/26/02
C-2e	6/21/06	C-5	10/31/03	C-14b	7/26/02
C-2f	3/14/97	C-6	5/30/97	C-14c	7/26/02
C-2g	7/27/01	C-6a	3/14/97	C-14d	7/26/02
C-2h	3/28/97	C-6c	1/06/00	C-14e	7/26/02
C-2i	3/28/97	C-6d	5/30/97	C-14f	9/02/05
C-2j	6/12/98	C-6f	7/25/97	C-14g	9/02/05
C-2k	7/27/01	C-7	10/31/03	C-14h	1/11/06
C-2n	7/27/01	C-7a	10/31/03	C-14i	12/02/03
C-2o	7/13/01	C-8	4/27/04	C-14j	12/02/03
C-2p	10/31/03	C-8a	7/25/97	C-14k	1/11/06
C-2q	3/03/05	C-8b	1/11/06	C-16a	11/08/05
C-2r	3/03/05	C-8c	11/08/05	C-16b	11/08/05
C-2s	3/03/05	C-8d	11/08/05		
C-2t	3/03/05	C-8e	11/08/05		
D-1a	1/23/02	D-2.30-00	11/10/05	D-2.80-00	11/10/05
D-1b	10/06/99	D-2.32-00	11/10/05	D-2.82-00	11/10/05
D-1c	10/06/99	D-2.34-00	11/10/05	D-2.84-00	11/10/05
D-1d	10/06/99	D-2.36-00	11/10/05	D-2.86-00	11/10/05
D-1e	1/23/02	D-2.38-00	11/10/05	D-2.88-00	11/10/05
D-1f	10/06/99	D-2.40-00	11/10/05	D-2.92-00	11/10/05
D-2.02-00	11/10/05	D-2.42-00	11/10/05	D-3	7/13/05
D-2.04-00	11/10/05	D-2.44-00	11/10/05	D-3a	6/30/04

D-2.06-00	11/10/05	D-2.46-00	11/10/05	D-3b	6/30/04
D-2.08-00	11/10/05	D-2.48-00	11/10/05	D-3c	6/30/04
D-2.10-00	11/10/05	D-2.60-00	11/10/05	D-4	12/11/98
D-2.12-00	11/10/05	D-2.62-00	11/10/05	D-6	6/19/98
D-2.14-00	11/10/05	D-2.64-00	11/10/05	D-7	10/06/99
D-2.16-00	11/10/05	D-2.66-00	11/10/05	D-7a	10/06/99
D-2.18-00	11/10/05	D-2.68-00	11/10/05	D-9	12/11/98
D-2.20-00	11/10/05	D-2.78-00	11/10/05		
E-1	7/25/97	E-4	8/27/03	E-5	5/29/98
E-2	5/29/98	E-4a	8/27/03		
F-1	12/17/02	F-2c	6/23/04	F-3c	2/09/05
F-1a	12/17/02	F-2d	6/23/04	F-3d	2/09/05
F-2	8/27/99	F-3	1/13/03	F-3e	2/09/05
F-2a	6/23/04	F-3a	2/09/05	F-4	1/13/03
F-2b	2/09/05	F-3b	9/02/05		
G-1	9/12/01	G-6	8/27/03	G-8e	8/18/04
G-2	6/04/02	G-6a	8/27/03	G-8f	11/09/05
G-2a	6/04/02	G-6b	8/27/03	G-8g	11/09/05
G-3	11/09/05	G-7	6/08/06	G-9a	6/25/02
G-3a	11/09/05	G-8a	12/15/04	G-9b	6/08/06
G-3b	11/09/05	G-8b	11/09/05	G-9c	11/23/04
G-4a	11/09/05	G-8c	8/18/04	G-9d	6/08/06
G-4b	6/30/04	G-8d	12/15/04		
H-1	1/10/02	H-4	8/18/04	H-10	5/29/98
H-1a	4/14/00	H-4a	2/25/05	H-12	2/25/05
H-1b	6/21/06	H-4b	2/25/05	H-12a	2/25/05
H-1c	3/04/05	H-6	10/29/03	H-12b	2/25/05
H-1d	6/21/06	H-7	8/10/98	H-13	2/25/05
H-1e	6/21/06	H-8	9/18/98	H-13a	2/25/05
H-2	3/04/05	H-9	4/18/97	H-14	2/09/05
I-1	7/18/97	I-6	7/17/03	I-11	9/11/03
I-2	4/23/99	I-7	7/17/03	I-12	7/17/03
I-3	8/20/99	I-8	7/17/03	I-13	7/17/03
I-4	7/17/03	I-9	7/17/03	I-14	7/17/03
I-5	7/17/03	I-10	7/17/03	I-15	7/13/05
J-1b	10/08/99	J-6g	12/12/02	J-11b	9/02/05
J-1c	4/24/98	J-6h	4/24/98	J-11c	6/21/06
J-1d	1/11/06	J-7a	9/12/01	J-12	11/08/05
J-1e	1/11/06	J-7c	6/19/98	J-15a	10/04/05
J-1f	6/23/00	J-7d	4/24/98	J-15b	10/04/05

J-3.....	8/01/97	J-8a.....	5/20/04	J-16a.....	3/04/05
J-3b.....	3/04/05	J-8b.....	5/20/04	J-16b.....	9/02/05
J-3c.....	6/24/02	J-8c.....	5/20/04	J-18.....	9/02/05
J-3d.....	11/05/03	J-8d.....	5/20/04	J-19.....	9/02/05
J-5.....	8/01/97	J-9a.....	4/24/98	J-20.....	9/02/05
J-6c.....	4/24/98	J-10.....	7/18/97		
J-6f.....	4/24/98	J-11a.....	9/02/05		
K-1.....	12/20/02	K-10.....	12/20/02	K-19.....	12/20/02
K-2.....	12/20/02	K-11.....	12/20/02	K-20.....	12/20/02
K-3.....	12/20/02	K-12.....	12/20/02	K-21.....	12/20/02
K-4.....	12/20/02	K-13.....	12/20/02	K-22.....	12/20/02
K-5.....	12/20/02	K-14.....	12/20/02	K-23.....	12/20/02
K-6.....	12/20/02	K-15.....	12/20/02	K-24.....	12/20/02
K-7.....	12/20/02	K-16.....	12/20/02	K-25.....	12/20/02
K-8.....	12/20/02	K-17.....	12/20/02	K-26.....	12/20/02
K-9.....	12/20/02	K-18.....	12/20/02	K-27.....	12/20/02
L-1.....	7/18/97	L-3.....	7/18/97	L-5a.....	7/31/98
L-2.....	7/18/97	L-5.....	7/31/98	L-6.....	7/25/97
M-1.20-00.....	2/25/05	M-3.30-00.....	12/15/04	M-20.10-00.....	3/04/05
M-1.40-00.....	2/25/05	M-3.40-00.....	12/15/04	M-20.20-00.....	3/04/05
M-1.60-00.....	2/25/05	M-3.50-00.....	12/15/04	M-20.30-00.....	3/04/05
M-1.80-00.....	2/25/05	M-5.10-00.....	12/15/04	M-20.40-00.....	3/04/05
M-2.20-00.....	2/25/05	M-7.50-00.....	3/04/05	M-20.50-00.....	3/04/05
M-2.40-00.....	2/25/05	M-9.50-00.....	3/04/05	M-24.20-01.....	5/31/06
M-2.60-00.....	2/25/05	M-11.10-00.....	3/04/05	M-24.40-01.....	5/31/06
M-3.10-00.....	12/15/04	M-15.10-00.....	2/25/05	M-24.60-01.....	5/31/06
M-3.20-00.....	12/15/04	M-17.10-00.....	3/04/05		

**41. REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR
AND INDUSTRIES**

Chapter 39.12 RCW
PREVAILING WAGES ON PUBLIC WORKS