

# **CONTRACT PROVISIONS AND PLANS**

## **PAVEMENT MARKING - 2012**

**CE 1959 SMP**

**Benton County, Washington**

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**BENTON COUNTY  
DEPARTMENT OF PUBLIC WORKS**



OFFICE OF THE COUNTY ENGINEER  
BENTON COUNTY

NOTICE TO ALL PLANHOLDERS:

Sealed bids for C.E. 1959 SMP - PAVEMENT MARKING - 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, July 23, 2012. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Monday, July 23, 2012 at 2:00 p.m., Local Time, in the Public Works Conference Room, Benton County Courthouse, Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of four (4) pages and be enclosed in a sealed envelope marked, "BID FOR PAVEMENT MARKING".

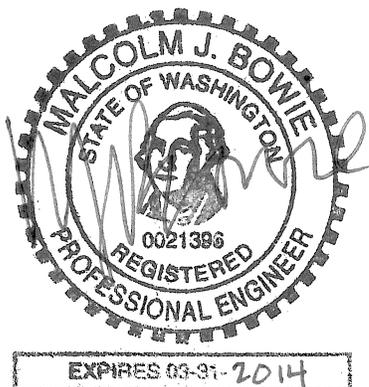
All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond 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 \$10.00. 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.



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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.

**1. 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).

**2. 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.

**3. 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**

**4. SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**  
**June 4, 2012**

**1-07.1 Laws to be Observed**

The following two sentences are inserted after the first sentence in the third paragraph:

In particular the Contractor's attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe workplace. More specifically WAC 296.800.11025 prohibits alcohol and narcotics from the workplace.

**5. 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.

**6. 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.

**7. SECTION 9-34, PERMANENT MARKING MATERIAL**  
**April 2, 2012**

**9-34.2 Paint**

The second paragraph is revised to read:

Blue and black paint shall comply with the requirements for yellow paint in Section 9-34.2(4) and Section 9-34.2(5), with the exception that blue and black paints do not need to meet the requirements for titanium dioxide, directional reflectance, and contrast ration.

## **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, "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.

### **8. 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, July 23, 2012. NO BIDS WILL BE RECEIVED AFTER THAT DATE AND TIME.

### **9. 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.

### **10. DATE AND TIME OF OPENING BIDS**

Sealed bids will be publicly opened and read in the office of the Public Works Conference Room, Courthouse, 620 Market Street, Prosser, Washington 99350-0954, at 2:00 p.m., Local Time, Monday, July 23, 2012.

### **11. 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.

### **12. NON-COLLUSION CERTIFICATE**

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

**13. EXECUTION OF CONTRACT**

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

**14. 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 readvertising for bids until a more competitive situation exists.

**15. PROPOSAL BOND**

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

**16. 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.

**17. 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.

**18. DESCRIPTION OF WORK**

This contract provides for the improvement of approximately 390 miles of Benton County Roads, by construction of traffic control pavement markings, and other work, all in accordance with these contract provisions and plans.

**19. ORAL AGREEMENTS**

**1-05.17 Oral Agreements**

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

**20. PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES**

In addition to the requirements of Section 1-07.1 of the standard specifications, the Contractor shall comply with the current Benton County Clean Air Authority General Regulation. A copy of this General Regulation can be obtained from the Clean Air Authority office located at 114 Columbia Point Dr., 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.

**21. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE (APWA ONLY)**

**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**

*(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 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.

**22. HAULING ON OTHER THAN COUNTY ROADS**

Section 3-02 of the Standard Specifications is supplemented by the following:

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.

**23. 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.

**24. FUNDS**

Benton County funds are involved with this project.

**25. STATE SALES TAX**

The work under this contract is performed upon lands whose ownership obligates the Contractor to pay State Sales Tax. The provisions of Section 1-07.2(1) of the standard specifications apply.

**26. PERMITS AND FEES**

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.

**27. 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.

**28. 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.

**29. 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.

### **30. BID PROCEDURES AND CONDITIONS**

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.

### **31. 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 (Section 1-05.12) of the contract by Benton County.

### **32. 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.

### **33. 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.

### **34. WILDLIFE AND FISHERIES REGULATIONS**

No permits are required for this project.

### **35. 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.

### **36. TEMPORARY TRAFFIC CONTROL**

#### **1-10.2 Traffic Control Management**

##### 1-10.2(1) General

The third sentence of the first paragraph of Section 1-10.2(1) is revised to read:

A TCM and TCS will not be designated for this project. The Contractor will designate a representative who will be responsible for installing and maintaining all traffic control devices, except Class A construction 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.

The Contractor shall maintain two-way traffic on all sections of the project at all times, except one-way traffic will be permitted subject to the following provisions:

1. One-way traffic will be permitted only between the hours of sunrise to sunset on all days except Saturdays, Sundays and legal holidays when traffic shall not be restricted in any manner.
2. Not more than two sections of one-way traffic will be permitted at any one time.
3. The maximum length of one-way traffic shall be 2,500 feet for each section when one-way traffic control is not being used.
4. The Contractor shall provide reasonable ingress and egress from the adjacent properties within the limits of the properties at all times.

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

##### Section 1-10.3(1) Traffic Control Labor

This section is supplemented with the following:

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

Flaggers shall be equipped with portable two-way radios, with a range suitable for the project. The radios shall be capable of having direct contact with project management (foremen, superintendents, etc.)

**Section 1-10.3(3) Construction Signs**

This section is supplemented with the following:

The Contractor shall provide and maintain all Class B construction signs. All work involved shall be incidental and included in the various pay items of work in the contract.

During the striping operations, the Contractor shall furnish a mobile sequential flashing warning unit and operator to follow the striping truck and alert the approaching traffic of the striping operations ahead. The warning system and mobile unit shall be approved by the Engineer prior to use.

All costs in connection with traffic control for this project shall be incidental to the work involved in the project and shall be included in the unit contract prices for the various pay items of work in the contract.

The fourth paragraph is revised to read:

No unit of measure will apply to the position of Traffic Control Supervisor (TCS) and it will be considered incidental to other unit contract prices.

**37. DISPOSAL OF SURPLUS MATERIALS**

No site has been set for the disposal of surplus materials. The Contractor shall make his own arrangements at his own expense for the disposal of waste materials subject to the provisions of Section 2-03.3(7) of the Standard Specifications, and shall protect the County from any and all damages arising from his waste disposal operations.

**38. PREPARATION OF ROADWAY SURFACES**

The areas to receive traffic paint shall be thoroughly cleaned. All surface dirt within the areas to be painted shall be removed. Large areas of tar, grease, or foreign materials may require sand blasting, steam cleaning, or power brooming to accomplish complete removal. Application of traffic line stripes shall not proceed until final authorization is received from the Engineer.

**39. PAVEMENT MARKING FOR TRAFFIC CONTROL**

Pavement marking shall consist of the furnishing and placing of traffic line paint and glass beads upon the roadway surface for delineation and warning in the form of centerline markings, edge markings, no passing markings, lane use control markings, traffic island painting and other markings as specified herein in accordance with the plans, these special provisions, and as directed by the Engineer.

**40. WEATHER CONDITIONS**

Traffic paint shall not be applied to damp or frosty surfaces nor during freezing temperature conditions.

#### **41. PAVEMENT MARKING MATERIALS**

As required by Section 8-22.2 of the standard specifications, the Contractor shall comply with the following material specifications for pavement striping:

1. Traffic Line Paint:  
Traffic Line Paint shall be furnished in accordance with the specifications for no heat, instant dry pavement marking; and
2. Glass Beads for Traffic Line Stripe:  
Glass beads for Traffic Line Stripe shall be Type II and shall conform to the specifications covering the following type for use with traffic paint:

Type II - Waterproof Overlay Glass Spheres

Copies of these specifications are available at the Materials Laboratory, P. O. Box 47365, Olympia, WA 98504-7365

#### **42. REFLECTORIZATION OR BEADING**

The total bead application for all white traffic line paint and yellow traffic line paint shall be at the rate of seven (7) pounds of beads added to each gallon of paint, accomplished by dropping on seven (7) pounds of Type II beads per gallon of paint as it is applied to the roadway. The beads shall be applied by means of a mechanical dispenser, designed to distribute the beads evenly across the entire marking.

#### **43. PATENTED PROCESS**

The vendor shall agree to indemnify and save harmless the County of Benton and the Board of Benton County Commissioners and their duly authorized representatives from damages and trial expenses arising from all patent infringement suits brought on account of the purchase of glass beads furnished by the vendor and their use with paint for striping pavements in the State of Washington, provided that prompt notice of any such suit is given to the vendor and the vendor is permitted to defend the suit by competent counsel of its selection.

#### **44. CONSTRUCTION**

Layout: Centerline marking by means of painted spots or existing striping has been supplied by the County for control. The intent is to construct centerline and edgeline markings as shown on the approved plans and as described in these special provisions.

#### **45. EQUIPMENT**

Minimum equipment for application shall consist of:

1. An approved traffic line paint spraying machine, truck type chassis mounted, capable of placing 3 simultaneous traffic marking lines, two color, and overlay beads all lines, equipped with flashing, revolving warning lights and adequate signs to direct traffic as to passing maneuver requirements.
2. Traffic cones and signs sufficient to protect wet paint from traffic until thoroughly dry.

**46. APPLICATION RATE FOR PAINT**

White and yellow traffic line paint shall each be applied at the rate of not more than 110 square feet per gallon (approximately 15 ml. wet thickness). This rate is effectively 16 gallons of paint per mile of solid 4 inch stripe which will be the basis for the measurement of yield. An allowable tolerance not to exceed minus 10 percent (10%) will be required for film thickness or yield in paint applications. Thinning of paint to permit application, if permitted, will be with approved thinner only and only a very minimum allowed. Application rate shall be based upon pre-thinned materials.

**47. MEASUREMENT**

Measurement for payment will be by the actual linear mileage of paint striping installed as "CENTERLINE SKIP YELLOW", "PAVEMENT EDGELINE SOLID WHITE", and "NO PASS SOLID YELLOW".

**48. PAYMENT**

The unit contract prices for the following payment items as may be included in the contract shall be full compensation for furnishing all labor, tools, materials, equipment and traffic control necessary or incidental to the installation of the work herein specified:

"Centerline Skip Yellow"	- per linear mile
"Pavement Edgeline Solid White"	- per linear mile
"No Pass Solid Yellow"	- per linear mile

**49. 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.

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

**Chapter 39.12 RCW  
PREVAILING WAGES ON PUBLIC WORKS**