CONTRACT PROVISIONS AND PLANS

FOR CONSTRUCTION OF:

BITUMINOUS SURFACE TREATMENT
SEAL COAT 3/8"-#10 - 2013
CE 1957 PRES

Bid No.: CB 13-06

BENTON COUNTY PUBLIC WORKS DEPARTMENT

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY

NOTICE TO ALL PLANHOLDERS

Sealed bids for C.E. 1957 PRES - BITUMINOUS SURFACE TREATMENT – SEAL COAT 3/8" TO #10 - 2013, 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, Wednesday, February 13, 2013. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened and read on Wednesday, February 13, 2013, 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".

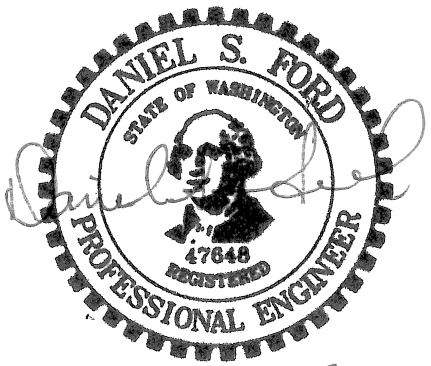
All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond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



1/18/2013

Approved as to form:

Deputy Prosecuting Attorney

Jan. 18, 2013
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
August 6, 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).

The definition for **"Superstructures"** is revised to read:

The part of the Structure *above*:

1. The bottom of the grout pad for the simple and continuous span bearing, or
2. The bottom of the block supporting the girder, or
3. Arch skewback and construction joints at the top of vertical abutment members or rigid frame piers.

Longitudinal limits of the Superstructure extend from end to end of the Structure in accordance with the following criteria:

1. From the face of end diaphragm abutting the bridge approach embankment for end piers without expansion joints, or
2. From the end pier expansion joint for bridges with end pier expansion joints.

Superstructures include, but are not limited to, the bottom slab and webs of box girders, the bridge deck and diaphragms of all bridges, and the sidewalks when shown on the bridge deck. The Superstructure also includes the girders, expansion joints, bearings, barrier, and railing attached to the Superstructure when such Superstructure components are not otherwise covered by separate unit measured or lump sum bid items.

Superstructures do not include endwalls, wingwalls, barrier and railing attached to the wingwalls, and cantilever barriers and railings unless supported by the Superstructure.

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

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

If the Contracting Agency has made subsurface investigation of the site of the proposed work, the boring log data, soil sample test data, and geotechnical recommendations reports obtained by the Contracting Agency will be made available for inspection by the Bidders at the location specified in the Special Provisions. The Summary of Geotechnical Conditions, as an appendix to the Special Provisions, and the boring logs shall be considered as part of the Contract.

Section 1-03, Award and Execution of Contract
April 2, 2012

1-03.1(1) Tied Bids
This section's title is revised to read:

1-03.1(1) Identical Bid Totals

Section 1-05, Control of Work
August 6, 2012

1-05.13(1) Emergency Contact List
The second sentence in the first paragraph is revised to read:

The list shall include, at a minimum, the Prime Contractor's Project Manager, or equivalent, the Prime Contractor's Project Superintendent, the Erosion and Sediment Control (ESC) Lead and the Traffic Control Supervisor.

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.

Section 1-08, Prosecution and Progress
April 2, 2012
1-08.1 Subcontracting
In the eighth paragraph, "Contracting Agency" is revised to read "WSDOT".

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

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

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

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

Section 1-09, Measurement and Payment
August 6, 2012

1-09.1 Measurement of Quantities
The following new sentence is inserted after the sentence ""Ton":2,000 pounds of avoirdupois weight":

Items of payment that have "Lump Sum" or "Force Account" in the Bid Item of Work shall have no specific unit of measurement requirement.

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.

Section 5-02, Bituminous Surface Treatment
August 6, 2012

5-02.2 Materials
The following new paragraph is inserted after the second paragraph:

Each source of aggregate for bituminous surface treatment shall be evaluated separately for acceptance in accordance with Section 3-04.

Section 8-22, Pavement Marking
August 6, 2012
8-22.3(6) Removal of Pavement Markings
The following new sentence is inserted after the first sentence:

> Grinding to remove plastic marking is allowed to a depth just above the pavement surface, then water blasting or shot blasting shall be required to remove the remaining markings.

8-22.4 Measurement
The items "Painted Wide Line" and "Plastic Wide Line" are deleted from the fourth paragraph.

The sixth paragraph is revised to read:

> Diagonal lines used to delineate parking stalls that are constructed of painted or plastic 4-inch lines will be measured as "Paint Line" or "Plastic Line" by the linear foot of line installed. Crosswalk line will be measured by the square foot of marking installed.

The following two new paragraphs are inserted after the sixth paragraph:

> Crosshatch markings used to delineate median and gore areas will be measured by the completed linear foot as "Painted Crosshatch Marking" or "Plastic Crosshatch Marking".
>
> The measurement for "Painted Crosshatch Marking" and for "Plastic Crosshatch Marking" will be based on the total length of each 8-inch or 12-inch wide line installed.

8-22.5 Payment
The bid items "Painted Wide Line", per linear foot and "Plastic Wide Line", per linear foot are deleted from this section.

This section is supplemented with the following two new bid items:

> "Painted Crosshatch Marking", per linear foot.
> "Plastic Crosshatch Marking", per linear foot.

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

INTRODUCTION TO THE SPECIAL PROVISIONS

(July 31, 2007 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2012 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP) An APWA GSP
(August 7, 2006 GSP) A WSDOT GSP
(******) The project-specific Special Provisions are labeled as such.

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995)
This contract provides for the preventative maintenance of approximately 66.52 miles of Benton County roads and 2.68 miles of City of Prosser Streets by the application of Bituminous Surface Treatment (Seal Coat 3/8" to #10), and other work, all in accordance with these contract provisions and plans.

1-01, DEFINITIONS AND TERMS

1-01.3, Definitions
(September 12, 2008 APWA GSP)

This Section is supplemented with the following:

All references in the Standard Specifications to the terms "State", "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

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

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

Additive
A supplemental unit of work or group of bid items, identified separately in the proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate
One of two or more units of work or groups of bid items, identified separately in the proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Contract Documents
See definition for "Contract".

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

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive bidder for the work.

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

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

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

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

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

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

Notice of Award
The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the bid.

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

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

1-02, BID PROCEDURES AND CONDITIONS

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

(******)
Before award of a public works Contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project. The Contractor shall include his registration number in the bid proposal.

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	***5***	Furnished automatically upon award.
Contract Provisions	***5***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	***0***	Furnished only upon request.

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

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

Delete this section and replace it with the following:

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

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

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

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

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

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

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

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

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

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

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

Section 1-02.7 is supplemented with the following:

(******)
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
Delete this section and replace it with the following:

(******)
Each proposal shall be submitted in a sealed envelope, with "BID FOR BITUMINOUS SURFACE TREATMENT" as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids.

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 performance bond shall be paid by the Contractor.

1-02.10, Withdrawal or Revision of Proposal
Section 1-02.10 is revised as follows:

Item 2 reads as follows:
2. The Contracting Agency receives the request before the time for receiving Bids.

Last paragraph reads as follows:
The original Bid Proposal may be revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time for receiving Bids.

1-02.12, Public Opening of Proposals
(May 4, 2012 APWA GSP)

Delete this section and replace it with the following:

Proposals will be opened and publicly read at the time indicated in the Call for Bids, after the deadline(s) for submitting all elements of the Bid Proposal including DBE Written Confirmation Documents and/or Good Faith Effort Documentation, unless the Bid opening has been delayed or canceled. Bidders, their authorized agents, and other interested parties are invited to be present.

(******)
Date of Opening Bids
Sealed bids are to be received at the following locations prior to the time specified:

The office of the Benton County Engineer, Benton County Courthouse, 620 Market St., P.O. Box 1001, Prosser, Washington, until 1:30 p.m. local time, Wednesday, February 13, 2013. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

The bid opening date for this project is February 13, 2013. Bids received will be publicly opened and read at 2:00 p.m., Local Time, on this date in the Benton County Public Works Conference Room, Benton County Courthouse, 620 Market St., Prosser, Washington.

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

Revise item 1 to read:

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

k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or

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

1-02.14 Disqualification of Bidders
(March 25, 2009 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency.

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

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

agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

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

1-02.15, Pre Award Information
(October 1, 2005 APWA GSP)
Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1, Consideration of Bids

Revise the first paragraph to read:

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

1-03.3, Execution of Contract

Revise this section to read:

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

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

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

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

SECTION 1-04, SCOPE OF WORK

1-04.2, Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions, including APWA General Special Provisions, if they are required,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction, and
9. Notice to Planholders

SECTION 1-05, CONTROL OF WORK

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

Supplement this section with the following:

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

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

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

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

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

1-05.11, Final Inspection

Delete this section and replace it with the following:

1-05.11, Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1), Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical

completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore. Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2), Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3), Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct

any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

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

Revise the seventh paragraph to read:

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

Add the following new section:

1-05.15, Method of Serving Notices
(March 25, 2009 APWA GSP)
Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.17, Oral Agreements
Add the following new section:

1-05.17, Oral Agreements
(October 1, 2005 AWPA GSP)

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.

SECTION 1-06, CONTROL OF MATERIAL

1-06.1 Source of Supply and Quality of Materials

Section 1-06.1 is supplemented with the following:

(******)

1-06.1(4) Substitute Material and Equipment

Where reference to proprietary products appear in the Specifications, Standard Plans, or Drawings, it is for the purpose of establishing an acceptable standard of quality or design. Unless a substitute is expressly prohibited, the Contractor may request approval of a substitute for any such proprietary product. Such request must be in writing and must identify the following as appropriate to enable the Engineer to determine the acceptability of the product proposed for substitution:

- Descriptive literature.
- Specifications.
- Test Reports or Samples.
- Identify variations from the Contract Documents and specified product.
- Identify system limitation that may be detrimental to the successful performance of the completed work.
- Provide revised drawings and/or details if required.

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. When it is indicated in the Drawings, Standard Plans, or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor, if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the "effective date of the Contract". The Engineer shall have the final authority for approving or rejecting the proposed substitute. No substitute product shall be used on the work until written approval has been received from the Engineer.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1, Laws to Be Observed

Section 1-07.1 is supplemented with the following:

(******)

Dust Control

The Contractor shall, at all times during construction, maintain proper dust control in accordance with the requirements of the Benton County Clean Air Authority. It is required that the Contractor has one person at the job site during construction hours who is responsible for dust control. In addition, one person will be available during non-working hours and shall have equipment and manpower available to control dust. Any problems caused by dust from the construction site will be cause for immediate shutdown of all operations except dust control.

(October 1, 2005 APWA GSP)
Supplement this section with the following:

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

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

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

1-07.2, Sales Tax

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

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

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

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

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

(******)
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-185 For B.S.T. 3/8" to #10", for Benton County Roads, is $15.77 per c.y.

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.6, Permits and Licenses
Section 1-07.6 is supplemented with the following:

(******)
The Contractor shall obtain any permits as necessary. All costs to obtain and comply with the permits shall be included in the applicable bid items for the work involved. The Contractor shall provide the Engineer with copies of these permits.

1-07.7, Load Limits
Section 1-07.7 is supplemented with the following:

(******)
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 of the project limits.

(March 13, 1995)
Whenever the Contractor obtains materials from a source other than that provided by the Contracting Agency, or provides a source for materials not designated to come from a source provided by the Contracting Agency and the location of the source necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9, Wages

1-07.9(5), Required Documents
(January 24, 2011 APWA GSP)

Supplement this section with the following:

The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" as defined below shall identify and report information required on the addendum to the "Affidavit of Wages Paid" form filed with the Department of Labor and Industries [form F700-164-000]. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard, Project Specific Item" on the Affidavit of Wages Paid form addendum.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over $1 million entered into by the Contracting Agency and Contractor between September 1, 2010 through December 31, 2013.

"Off-site, prefabricated, nonstandard, project specific items" means products or items that are:

1. Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work; and
2. Produced specifically for this Project and not considered to be regularly available shelf items; and

3. Produced or manufactured by labor expended to assemble or modify standard items; and
4. Produced at an off-site location outside the State of Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the Affidavit of Wages Paid form, and shall report the following information on the Affidavit of Wages Paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific" items:

1. The estimated cost of the project;
2. The name of the Contracting Agency and the project title;
3. The contract value of the off-site, prefabricated, nonstandard, project specific items produced outside of Washington State, including labor and materials; and
4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.

The Contracting Agency may direct the Contractor, at no additional cost to the Contracting Agency, to remove and substitute any subcontractor(s) found to be out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the Department of Labor and Industries.

1-07.11, Requirements for Nondiscrimination
Section 1-07.11 is supplemented with the following:

(******)
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.

1-07.13, Contrator's Responsibilty of Work

(August 6, 2001)
Repair of Damage
Section 1-07.13(4) is revised to read:

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

1-07.18, Public Liability and Property Damage Insurance
Delete this section in its entirety, and replace it with the following:

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

1-07.18(1), General Requirements

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

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

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

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

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

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

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

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

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

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

1-07.18(2), Additional Insured

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

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

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3), Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4), Evidence of Insurance

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

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5), Coverages and Limits

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

1-07.18(5)A, Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability

Stop Gap / Employers' Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$1,000,000	Products & Completed Operations Aggregate
$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

$1,000,000	Each Accident
$1,000,000	Disease - Policy Limit
$1,000,000	Disease - Each Employee

1-07.18(5)B, Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

$1,000,000	combined single limit

1-07.18(5)C, Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-07.23, Public Convenience and Safety

1-07.23(1), Construction Under Traffic

Section 1-07.23(1) is supplemented with the following:

(******)

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.

1-07.24, Rights of Way
Section 1-07.24 is supplemented with the following:

(******)
County right of way lines and easements are not shown in the plans. The Contractor's construction activities shall be confined within the limits of each roadway listed in Appendix A of the contract plans. The Contractor shall make his/hers own arrangements for construction activities i.e., parking equipment outside the limits of these roadways. The Contractor shall provide to the Engineer all copies of any land owner agreements for construction activities.

SECTION 1-08, PROSECUTION AND PROGRESS

Add the following new section:

1-08.0, Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(June 27, 2011 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.
- On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

1-08.1, Subcontracting
Section 1-08.1 is supplemented with the following:

(October 12, 1998)
Prior to any subcontractor or lower tier subcontractor 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 lower tier 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 lower tier 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 Lower Tier Subcontractor 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 lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.1(1), Subcontract Completion and Return of Retainage Withheld

Section 1-08.1(1) is revised to Read:

(June 27, 2011)

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

Requirements

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.

2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.

3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing .

4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:

    a. Withholding of payments until the Prime Contractor or Subcontractor complies

    b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation

    c. Cancellation, Termination, or Suspension of the Contract, in whole or in part

d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

Conditions
This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

Payment
The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

1-08.3, Progress Schedule

1-08.3(2)A, Type A Progress Schedule
(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit ***1*** copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

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

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

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

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

Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5, Time for Completion
(June 28, 2007 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the 14th calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (Federal-aid Projects)
   b. Material Acceptance Certification Documents
   c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Property owner releases per Section 1-07.24

(March 13, 1995)
Section 1-08.5 is supplemented with the following:

This project shall be physically completed within *** **30** *** working days.

1-08.7, Maintenance During Suspension
(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

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

SECTION 1-09, MEASUREMENT AND PAYMENT

(August 3, 2009)
1-09.8, Payment for Material On Hand
The last paragraph of Section 1-09.8 is revised to read:

The Contracting Agency will not pay for material on hand when the invoice cost is less than $2,000. As materials are used in the work, credits equaling the partial payments for them will be taken on future estimates. Each month, no later than the estimate due date, the Contractor shall submit a letter to the Project Engineer that clearly states: 1) the amount originally paid on the invoice (or other record of production cost) for the items on hand, 2) the dollar amount of the material incorporated into each of the various work items for the month, and 3) the amount that should be retained in material on hand items. If work is performed on the items and the Contractor does not submit a letter, all of the previous material on hand payment will be deducted on the estimate. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

1-09.9, Payments
(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

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

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.13, Claims Resolution

1-09.13(3), Claims $250,000 or Less

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:
The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A, Administration of Arbitration

(October 1, 2005 APWA GSP)

Revise the third paragraph to read:
The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

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.

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.

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-185 "C. Moore" is the source for Mineral Aggregate From Stockpile Site SP-185 for B.S.T. 3/8" to #10. C. Moore Stockpile site is located in Section 17, Township 8 North, Range 27 East, W.M. The location of the stockpile is 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 From Stockpile Site SP-185 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-185 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.

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.

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, 2013.

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/she shall make his/hers 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.

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, Construction Requirements

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 Stop Line 2' x 10'", per each, and "Painted Crosswalk Line 2' x 8'", per square foot. 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 Stop Line 2' x 10'", per each
"Painted Crosswalk Line 2' x 8'", per square foot

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".

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.

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.

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.

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.

(January 7, 2013)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 11-036, effective January 7, 2013 is made a part of this contract.

The Standard Plans are revised as follows:

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

B-90.40
Offset & Bend details, add the subtitle, "Plan View" above titles

C-5
Deleted

C-13
Deleted

C-13a
Deleted

C-13b
Deleted

C-13c
Deleted

C-14a
Deleted

C-14b
Deleted

C-14c
Deleted

C-14d
Deleted

C-14e
Deleted

C-15a
Deleted

C-15b
Deleted

C-28.40
Deleted

C-70.10-00
Elevation, and Barrier Connection Detail, callout for premolded joint filler, revise ¼" to 3/8" Note 1, revise ¼" to 3/8".
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-75.10-00
Elevation, callout for premolded joint filler, revise ¼" to 3/8", Note 1, revise ¼" to 3/8".
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-75.20-00
Elevation, callout for premolded joint filler, revise ¼" to 3/8", Note 1, revise ¼" to 3/8".
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-75.30-00
Elevation, and Plan views, callout for premolded joint filler, revise ¼" to 3/8" ", Note 1, revise ¼" to 3/8".
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-80.10-00
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-80.20-00
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-80.30-00

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-80.40-00
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

D-3
Deleted

D-3.10
Key Note 7, reference to 1130.04(5).06 is revised to 730.05(5)

G-24.50
Detail B, callout, "Nylon Washer ~ When sign face has Type 3 or 4 sheeting" is revised to read; Nylon Washer ~ When sign face has Type 3, 4, 8 or 9 sheeting"

G-30.10
Sheet 2, "Sign Installation on Signal or Light Standard" detail, "7'-0" Min."(2x) dimension(s) revised to read 7'-0"

G-50.10
Sheet 2, Diamond-Shaped Sign detail, dimension, "More than 36" is revised to read; More than 30"

G-60.20
Side View, callout, "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min." is revised to read; "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min."

G-60.30
End View, callout, "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min." is revised to read; "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min."

I-60.10
Deleted

I-60.20
Deleted

J-1f
Deleted

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

J-7c
Deleted

J-12
Deleted

J-15.10
Elevation View (3x), Depth dimension, reads; "Depth ~ See Std. Spec. 9-20.3(14)E and Contract", revised to read; "Depth ~ See Std. Spec. 8-20.3(13)A and Contract"

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

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

J-20.10
Detail A, add callout, ¾" Thick Grout (Four sides)

J-20.11
Section B, add callout, ¾" Thick Grout (Four sides)

J-40.30
Section A, dimension, "18" Min. from top of soil surface" is revised to read; 24" Min. from top of soil surface. Callout, "Gravel Pad" is revised to read; Crushed Surfacing ~ Per Standard Spec. Section 9-03.9(3)

J-50.16
Deleted

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

J-75.45

elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8

Is revised to read:

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

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

Is revised to read:

J-90.10
Section B, callout, "Hardware Mounting Rack ~ S. S. 1-5/8" Slotted Channel" is revised to read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

J-90.20
Section B, callout, "Hardware Mounting Rack (Typ.) ~ S. S. 1-5/8" Slotted Channel" is revised to read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

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

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

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-10.10-00.....8/7/07
A-10.20-00.....10/5/07
A-10.30-00.....10/5/07
A-20.10-00.....8/31/07
A-30.10-00.....11/8/07
A-30.15-00.....11/8/07
A-30.30-01.....6/16/11
A-30.35-00.....10/12/07
A-40.00-00.....8/11/09
A-40.10-02.....6/2/11
A-40.15-00.....8/11/09
A-40.20-01.....2/7/12
A-40.50-01.....6/2/11
A-50.10-00.....11/17/08
A-50.20-01.....9/22/09
A-50.30-00.....11/17/08
A-50.40-00.....11/17/08
A-60.10-01.....10/14/09
A-60.20-02.....6/2/11
A-60.30-00.....11/8/07
A-60.40-00.....8/31/07

B-5.20-01.....6/16/11
B-5.40-01.....6/16/11
B-5.60-01.....6/16/11
B-10.20-01.....2/7/12
B-10.40-00.....6/1/06
B-10.60-00.....6/8/06
B-15.20-01.....2/7/12
B-15.40-01.....2/7/12
B-15.60-01.....2/7/12
B-30.50-01.....4/26/12
B-30.70-03.....4/26/12
B-30.80-00.....6/8/06
B-30.90-01.....9/20/07
B-35.20-00.....6/8/06
B-35.40-00.....6/8/06
B-40.20-00.....6/1/06
B-40.40-01.....6/16/10
B-45.20-00.....6/1/06
B-75.20-01.....6/10/08
B-75.50-01.....6/10/08
B-75.60-00.....6/8/06
B-80.20-00.....6/8/06
B-80.40-00.....6/1/06
B-82.20-00.....6/1/06
B-85.10-01.....6/10/08
B-85.20-00.....6/1/06
B-85.30-00.....6/1/06

B-20.20-02.....3/16/12
B-20.40-03.....3/16/12
B-20.60-03.....3/15/12
B-25.20-01.....3/15/12
B-25.60-00.....6/1/06
B-30.10-01.....4/26/12
B-30.20-02.....4/26/12
B-30.30-01.....4/26/12
B-30.40-01.....4/26/12
B-45.40-00.....6/1/06
B-50.20-00.....6/1/06
B-55.20-00.....6/1/06
B-60.20-00.....6/8/06
B-60.40-00.....6/1/06
B-65.20-01.....4/26/12
B-65.40-00.....6/1/06
B-70.20-00.....6/1/06
B-70.60-00.....6/1/06
B-85.40-00.....6/8/06
B-85.50-01.....6/10/08
B-90.10-00.....6/8/06
B-90.20-00.....6/8/06
B-90.30-00.....6/8/06
B-90.40-00.....6/8/06
B-90.50-00.....6/8/06
B-95.20-01.....2/3/09
B-95.40-00.....6/8/06

C-1.....6/16/11
C-1a.....10/14/09
C-1b.....6/16/11
C-1c.....5/30/97
C-1d.....10/31/03
C-2.....1/6/00
C-2a.....6/21/06
C-2b.....6/21/06
C-2c.....6/21/06
C-2d.....6/21/06
C-2e.....6/21/06
C-2f.....3/14/97
C-2g.....7/27/01
C-2h.....3/28/97
C-2i.....3/28/97
C-2j.....6/12/98
C-2k.....7/27/01
C-2n.....7/27/01
C-2o.....7/13/01
C-2p.....10/31/03
C-3.....6/27/11
C-3a.....10/4/05
C-3b.....6/27/11
C-3c.....6/27/11
C-6.....5/30/97
C-6a.....10/14/09
C-6c.....1/6/00
C-6d.....5/30/97
C-6f.....7/25/97
C-7.....6/16/11
C-7a.....6/16/11
C-8.....2/10/09
C-8a.....7/25/97
C-8b.....6/27/11
C-8e.....2/21/07
C-8f.....6/30/04
C-10.....6/3/10
C-16a.....6/3/10
C-16b.....6/3/10
C-20.10-00.....7/2/12
C-20.14-02.....7/2/12
C-20.15-01.....7/2/12
C-20.18-01.....7/2/12
C-20.19-01.....7/2/12
C-20.40-03.....7/2/12
C-20.42-03.....7/2/12
C-20.45.01.....7/2/12
C-22.14-02.....6/16/11
C-23.60-02.....6/21/12
C.24.10-00.....7/12/12
C-25.18-03.....7/2/12
C-25.20-05.....7/2/12
C-25.22-04.....7/2/12
C-25.26-02.....7/2/12
C-25.80-02.....7/2/12
C-40.14-02.....7/2/12
C-40.16-02.....7/2/12
C-40.18-02.....7/2/12
C-70.10-00.....4/8/12
C-75.10-00.....4/8/12
C-75.20-00.....4/8/12
C-75.30-00.....4/8/12
C-80.10-00.....4/8/12
C-80.20-00.....4/8/12
C-80.30-00.....4/8/12
C-80.40-00.....4/8/12
C-80.50-00.....4/8/12
C-85.10-00.....4/8/12
C-85.11-00.....4/8/12
C-85.14-00.....6/16/11
C-85.15-00.....6/16/11
C-85.16-00.....6/16/11

C-4b.....6/8/06
C-4e.....2/20/03
C-4f.....7/2/12

C-22.16-03.....4/18/12
C-22.40-02.....6/16/10
C-22.45.00.....6/16/11

C-85-18-00.....6/16/11
C-85.20-00.....6/16/11
C-90.10-00.....7/3/08

D-2.04-00.....11/10/05
D-2.06-01.....1/6/09
D-2.08-00.....11/10/05
D-2.14-00.....11/10/05
D-2.16-00.....11/10/05

D-2.18-00.....11/10/05
D-2.20-00.....11/10/05
D-2.32-00.....11/10/05
D-2.34-01.....1/6/09

D-2.36-02.....1/6/09

D-2.42-00.....11/10/05
D-2.44-00.....11/10/05
D-2.60-00.....11/10/05
D-2.62-00.....11/10/05
D-2.46-00.....11/10/05

D-2.48-00.....11/10/05
D-2.64-01.....1/6/09
D-2.66-00.....11/10/05
D-2.68-00.....11/10/05
D-2.80-00.....11/10/05

D-2.82-00.....11/10/05
D-2.84-00.....11/10/05
D-2.86-00.....11/10/05
D-2.88-00.....11/10/05

D-2.92-00.....11/10/05

D-3.09-00.....5/17/12
D-3.10-00.....6/16/10
D-3.11-01.....3/15/12
D-3.15-01.....5/17/12
D-3.16-01.....5/17/12

D-3.17-01.....5/17/12
D-4.....12/11/98
D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08

D-10.20-00.....7/8/08
D-10.25-00.....7/8/08
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08

D-10.40-01.....12/2/08

D-10.45-01.....12/2/08
D-15.10-01.....12/2/08
D-15.20-02.....6/2/11
D-15.30-01.....12/02/08

E-1.....2/21/07
E-2.....5/29/98

E-4.....8/27/03
E-4a.....8/27/03

F-10.12-02.....6/16/11
F-10.16-00.....12/20/06
F-10.18-00.....6/27/11
F-10.40-02.....6/21/12
F-10.42-00.....1/23/07

F-10.62-01.....9/05/07
F-10.64-02.....7/3/08
F-30.10-01.....6/3/10
F-40.12-01.....6/3/10
F-40.14-01.....6/3/10

F-40.15-01.....6/3/10
F-40.16-01.....6/3/10
F-45.10-01.....6/21/12
F-80.10-02.....3/15/12

G-10.10-00.....9/20/07
G-20.10-00.....9/20/07
G-22.10-01.....7/3/08
G-24.10-00.....11/8/07
G-24.20-01.....2/7/12
G-24.30-01.....2/7/12

G-24.40-02.....2/7/12

G-24.50-01.....2/7/12

G-24.60-01.....6/16/11
G-25.10-03.....3/15/12
G-30.10-01.....6/16/11
G-50.10-00.....11/8/07
G-60.10-01.....6/27/11
G-60.20-01.....6/27/11

G-60.30-01.....6/27/11

G-70.10-01.....6/27/11

G-70.20-01....6/27/11
G-70.30-01.....6/27/11
G-90.10-01.....5/11/11
G-90.20-01.....6/27/11
G-90.30-01.....6/2/11
G-90.40-01.....10/14/09

G-95.10-01.....6/2/11

G-95.20-02.....6/2/11

G-95.30-02.....6/2/11

H-10.10-00.....7/3/08
H-10.15-00.....7/3/08
H-30.10-00.....10/12/07

I-10.10-01.....8/11/09
I-30.10-01.....8/11/09
I-30.15-01.....2/7/12
I-30.20-00.....9/20/07
I-30.30-00.....9/20/07

H-32.10-00.....9/20/07
H-60.10-01.....7/3/08
H-60.20-01.....7/3/08

I-30.40-00.....10/12/07
I-40.10-00.....9/20/07
I-40.20-00.....9/20/07
I-50.10-00.....9/20/07

H-70.10-01.....2/7/12
H-70.20-01.....2/16/12
H-70.30-02.....2/7/12

I-50.20-00.....8/31/07
I-80.10-01.....8/11/09

J-3.....8/1/97
J-3b.....3/4/05
J-3c.....6/24/02
J-3d.....11/5/03
J-10.....7/18/97
J-10.10-01.....5/11/11
J-10.15-00.....7/2/12
J-15.10-00.....5/8/12
J-15.15-00.....6/16/10
J-16b.....2/10/09
J-16c.....2/10/09
J-20.10-01.....7/12/12
J-20.11-00.....7/12/12
J-20.15-01.....7/12/12
J-20.16-01.....7/12/12
J-20.20-01.....7/12/12
J-20.26-01.....7/12/12
J-21.10-02.....6/27/11
J-21.15-00.....10/14/09
J-21.16-00.....10/14/09
J-21.17-00.....10/14/09
J-21.20-00.....10/14/09

J-22.15-00.....10/14/09
J-22.16-01.....6/3/10
J-26.10-02.....3/15/12
J-26.15-01.....5/17/12
J-27.10-00.....3/15/12
J-27.15-00.....3/15/12
J-28.10-01.....5/11/11
J-28.22-00.....8/07/07
J-28.24-00.....8/07/07
J-28.26-01.....12/02/08
J-28.30-02.....6/27/11
J-28.40-01.....10/14/09
J-28.42-00.....8/07/07
J-28.45-01.....6/27/11
J-28.50-02.....6/2/11
J-28.60-01.....6/2/11
J-28.70-01.....5/11/11
J-29.10-00.....6/27/11
J-29.15-00.....6/27/11
J-29.16-00.....6/27/11
J-40.10-02.....5/11/11
J-40.20-01.....5/17/12

J-40.30-02.....5/11/11
J-40.35-00.....3/15/12
J-40.36-00.....6/3/10
J-40.37-00.....6/3/10
J-40.38-00.....6/16/11
J-50.10-00.....6/3/11
J-50.11-00.....6/3/11
J-50.12-00.....6/3/11
J-50.15-00.....6/3/11
J-50.20-00.....6/3/11
J-50.25-00.....6/3/11
J-50.30-00.....6/3/11
J-60.05-00.....6/16/11
J-60.13-00.....6/16/10
J-60.14-00.....6/16/10
J-75.10-01.....5/11/11
J-75.20-00.....2/10/09
J-75.30-01.....5/11/11
J-75.40-00.....10/14/09
J-75.45-00.....10/14/09
J-90.10-01.....6/27/11
J-90.20-01.....6/27/11

K-10.20-01.....10/12/07
K-10.40-00.....2/15/07
K-20.20-01.....10/12/07
K-20.40-00.....2/15/07
K-20.60-00.....2/15/07
K-22.20-01.....10/12/07
K-24.20-00.....2/15/07
K-24.40-01.....10/12/07
K-24.60-00.....2/15/07
K-24.80-01.....10/12/07
K-26.20-00.....2/15/07

K-26.40-01.....10/12/07
K-30.20-00.....2/15/07
K-30.40-01.....10/12/07
K-32.20-00.....2/15/07
K-32.40-00.....2/15/07
K-32.60-00.....2/15/07
K-32.80-00.....2/15/07
K-34.20-00.....2/15/07
K-36.20-00.....2/15/07
K-40.20-00.....2/15/07
K-40.40-00.....2/15/07

K-40.60-00.....2/15/07
K-40.80-00.....2/15/07
K-55.20-00.....2/15/07
K-60.20-02.....7/3/08
K-60.40-00.....2/15/07
K-70.20-00.....2/15/07
K-80.10-00.....2/21/07
K-80.20-00.....12/20/06
K-80.30-00.....2/21/07
K-80.35-00.....2/21/07
K-80.37-00.....2/21/07

L-10.10-02.....6/21/12
L-20.10-02.....6/21/12
L-30.10-01.....6/16/11

L-40.10-02.....6/21/12
L-40.15-01.....6/16/11
L-40.20-02.....6/21/12

L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-02.....6/3/11
M-1.40-02.....6/3/11
M-1.60-02.....6/3/11
M-1.80-03.....6/3/11
M-2.20-02.....6/3/11
M-3.10-03.....6/3/11
M-3.20-02.....6/3/11
M-3.30-03.....6/3/11
M-3.40-03.....6/3/11
M-3.50-02.....6/3/11
M-5.10-02.....6/3/11
M-7.50-01.....1/30/07
M-9.50-01.....1/30/07
M-9.60-00.....2/10/09
M-11.10-01.....1/30/07
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-02.....6/3/11
M-20.20-01.....1/30/07
M-20.30-02.....10/14/09
M-20.40-02.....6/3/11
M-20.50-02.....6/3/11
M-24.20-01.....5/31/06
M-24.40-01.....5/31/06
M-24.50-00.....6/16/11
M-24.60-03.....5/11/11
M-40.10-02.....5/11/11
M-40.20-00...10/12/07
M-40.30-00.....9/20/07
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-02.....6/27/11
M-65.10-02.....5/11/11
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

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

Chapter 39.12 RCW
PREVAILING WAGES ON PUBLIC WORKS