CONTRACT PROVISIONS AND PLANS

For Construction of:

Bituminous Surface Treatment
Seal Coat 3/8" - #10 - 2015

C.E. 1977 SMP

Benton County, Washington

BENTON COUNTY
DEPARTMENT OF PUBLIC WORKS

Bid No.: CB 15-02

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(CB NO. 15-02)

NOTICE TO ALL PLANHOLDERS:

Sealed bids for C.E. 1977 SMP – BITUMINOUS SURFACE TREATMENT SEAL COAT 3/8" - #10 - 2015, shall be received by the Benton County Engineer, Benton County Courthouse, 620 Market St., Prosser, Washington 99350-0954 until 1:30 p.m., Local Time, Thursday, February 19, 2015. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Thursday, February 19, 2015 at 2:00 p.m., Local Time, in the Public Works Conference Room, Benton County Courthouse, Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of five (5) pages and be enclosed in a sealed envelope marked, "BID FOR BITUMINOUS SURFACE TREATMENT 2015".

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."

Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #3655471 on the websites Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for ten dollars ($10.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

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.

1-15-2015

Approved as to form:

Deputy Prosecuting Attorney

1/15/15
Date

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INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2014 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, Definitions and Terms
August 4, 2014

1-01.3 Definitions
The definition for "**Engineer**" is revised to read:

> The Contracting Agency's representative who directly supervises the engineering and administration of a construction Contract.

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

> The Engineer's representative who inspects Contract performance in detail.

The definition for "**Project Engineer**" is revised to read:

> Same as Engineer.

The definition for "**Working Drawings**" is revised to read:

> Drawings, plans, diagrams, or any other supplementary data or calculations, including a schedule of submittal dates for Working Drawings where specified, which the Contractor must submit to the Engineer.

Section 1-02, Bid Procedures and Conditions
April 7, 2014

1-02.8(1) Noncollusion Declaration
The third paragraph is revised to read:

> Therefore, by including the Non-collusion Declaration as part of the signed bid Proposal, the Bidder is deemed to have certified and agreed to the requirements of the Declaration.

Section 1-03, Award and Execution of Contract
January 5, 2015

1-03.3 Execution of Contract
The first paragraph is revised to read:

Within 20 calendar days after the Award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4, and shall be registered as a contractor in the state of Washington.

1-03.4 Contract Bond
The last word of item 3 is deleted.

Item 4 is renumbered to 5.

The following is inserted after item 3 (after the preceding Amendments are applied):

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

1-03.5 Failure to Execute Contract
The first sentence is revised to read:

Failure to return the insurance certification and bond with the signed Contract as required in Section 1-03.3, or failure to provide Disadvantaged, Minority or Women's Business Enterprise information if required in the Contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the state of Washington shall result in forfeiture of the proposal bond or deposit of this Bidder.

Section 1-04, Scope of the Work
August 4, 2014

1-04.4 Changes
In the third paragraph, item number 1 and 2 are revised to read:

A. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

B. When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. For the purpose of this Section, an item of Work will be defined as any item that qualifies for adjustment under the provisions of Section 1-04.6.

The last two paragraphs are deleted.

This section is supplemented with the following new subsections:

1-04.4(2) Value Engineering Change Proposal (VECP)

1-04.4(2)A General
A VECP is a Contractor proposed change to the Contract Provisions which will accomplish the projects functional requirements in a manner that is equal to or better than the requirements in the Contract. The VECP may be: (1) at a less cost or time, or (2) either no cost savings or a minor increase in cost with a reduction in Contract time. The net savings or added costs to the Contract Work are shared by the Contractor and Contracting Agency.

The Contractor may submit a VECP for changing the Plans, Specifications, or other requirements of the Contract. The Engineer's decision to accept or reject all or part of the proposal is final and not subject to arbitration under the arbitration clause or otherwise subject to litigation.

The VECP shall meet all of the following:

1. Not adversely affect the long term life cycle costs.

2. Not adversely impact the ability to perform maintenance.

3. Provide the required safety and appearance.

4. Provide substitution for deleted or reduced Disadvantaged Business Enterprise Condition of Award Work, Apprentice Utilization and Training.

VECPs that provide a time reduction shall meet the following requirements:

1. Time saving is a direct result of the VECP.

2. Liquidated damages penalties are not used to calculate savings.

3. Administrative/overhead cost savings experienced by either the Contractor or Contracting Agency as a result of time reduction accrue to each party and are not used to calculate savings.

1-04.4(2)B VECP Savings

1-04.4(2)B1 Proposal Savings
The incentive payment to the Contractor shall be one-half of the net savings of the proposal calculated as follows:

1. (gross cost of deleted work) – (gross cost of added work) = (gross savings)

2. (gross savings) – (Contractor's engineering costs) – (Contracting Agency's costs) = (net savings)

3. (net savings) / 2 = (incentive pay)

The Contracting Agency's costs shall be the actual consultant costs billed to the Contracting Agency and in-house costs. Costs for personnel assigned to the Engineer's office shall not be included.

1-04.4(2)B2 Added Costs to Achieve Time Savings
The cost to achieve the time savings shall be calculated as follows:

1. (cost of added work) + (Contractor's engineering costs - Contracting Agency's engineering costs) = (cost to achieve time savings)

2. (cost to achieve time savings) / 2 = (Contracting Agency's share of added cost)

If the timesaving proposal also involves deleting work and, as a result, creates a savings for the Contracting Agency, then the Contractor shall also receive one-half of the savings realized through the deletion.

1-04.4(2)C VECP Approval

1-04.4(2)C1 Concept Approval

The Contractor shall submit a written proposal to the Engineer for consideration. The proposal shall contain the following information:

1. An explanation outlining the benefit provided by the change(s).

2. A narrative description of the proposed change(s). If applicable, the discussion shall include a demonstration of functional equivalency or a description of how the proposal meets the original contract scope of work.

3. A cost discussion estimating any net savings. Savings estimates will generally follow the outline below under the section, "Proposal Savings".

4. A statement providing the Contracting Agency with the right to use all or any part of the proposal on future projects without future obligation or compensation.

5. A statement acknowledging and agreeing that the Engineer's decision to accept or reject all or part of the proposal is final and not subject to arbitration under the arbitration clause or otherwise be subject to claims or disputes.

6. A statement giving the dates the Engineer must make a decision to accept or reject the conceptual proposal, the date that approval to proceed must be received, and the date the work must begin in order to not delay the contract. If the Contracting Agency does not approve the VECP by the date specified by the Contractor in their proposal the VECP will be deemed rejected.

7. The submittal will include an analysis on other Work that may have costs that changed as a result of the VECP. Traffic control and erosion control shall both be included in addition to any other impacted Work.

After review of the proposal, the Engineer will respond in writing with acceptance or rejection of the concept. This acceptance shall not be construed as authority to proceed with any change contract work. Concept approval allows the Contractor to proceed with the Work needed to develop final plans and other information to receive formal approval and to support preparation of a change order.

1-04.4(2)C2 Formal Approval

The Contractor's submittal to the Engineer for formal approval shall include the following:

1. Deleted Work – Include the calculated quantities of unit price Work to be deleted. Include the proposed partial prices for portions of lump sum Work deleted. For deletion of force account items include the time and material estimates.

2. Added Work – Include the calculated quantities of unit price Work to be added, either by original unit Contract prices or by new, negotiated unit prices. For new items of Work include the quantities and proposed prices.

3. Contractor's Engineering Costs – Submit the labor costs for the engineering to develop the proposal; costs for Contractor employees utilized in contract operations on a regular basis shall not be included.

4. Schedule Analysis – If the VECP is related to time savings, the Contractor shall submit a partial progress schedule showing the changed Work. The submittal shall also include a discussion comparing the partial progress schedule with the approved progress schedule for the project.

5. Working Drawings – Type 3 Working Drawings shall be submitted; those drawings which require engineering shall be a Type 3E.

Formal approval of the proposal will be documented by issuance of a change order. The VECP change order will contain the following statements which the Contractor agrees to by signing the change order:

1. The Contractor accepts design risk of all features, both temporary and permanent, of the changed Work.

2. The Contractor accepts risk of constructability of the changed Work.

3. The Contractor provides the Contracting Agency with the right to use all or any part of the proposal on future projects without further obligation or compensation.

VECP change orders will contain separate pay items for the items that are applicable to the Proposal. These are as follows:

1. Deleted Work.

2. Added Work.

3. The Contractor's engineering costs, reimbursed at 100 percent of the Contractor's cost.

4. Incentive payment to the Contractor.

When added Work costs exceed Deleted Work costs, but time savings make a viable proposal, then items 3 and 4 above are replaced with the following:

3. The Contracting Agency's share of added cost to achieve time savings.

4. The Contractor's share of savings from deleted Work.

1-04.4(2)C3 Authority to Proceed with Changed Work

The authority for the Contractor to proceed with the VECP Work will be provided by one of the following options:

1. Execution of the VECP change order, or

2. At the Contractor's request the Contracting Agency may provide approval by letter from the Engineer for the Work to proceed prior to execution of a change order. All of the risk for proceeding with the VECP shall be the responsibility of the Contractor. Additionally, the following criteria are required to have been met:

    a) Concept approval has been granted by the Contracting Agency.

    b) All design reviews and approvals have been completed, including plans and specifications.

c) The Contractor has guaranteed, in writing, the minimum savings to the Contracting Agency.

Section 1-05, Control of Work
August 4, 2014

1-05.1 Authority of the Engineer
In this section, "Project Engineer" is revised to read "Engineer".

The second paragraph (up until the colon) is revised to read:

The Engineer's decisions will be final on all questions including the following:

The first sentence in the third paragraph is revised to read:

The Engineer represents the Contracting Agency with full authority to enforce Contract requirements.

1-05.2 Authority of Assistants and Inspectors
The first paragraph is revised to read:

The Engineer may appoint assistants and Inspectors to assist in determining that the Work and materials meet the Contract requirements. Assistants and Inspectors have the authority to reject defective material and suspend Work that is being done improperly, subject to the final decisions of the Engineer.

In the third paragraph, "Project Engineer" is revised to read "Engineer".

1-05.3 Plans and Working Drawings
This section's title is revised to read:

Working Drawings

This section is revised to read:

The Contract may require the Contractor to submit Working Drawings for the performance of the Work. Working Drawings shall be submitted by the Contractor electronically to the Engineer in PDF format; drawing details shall be prepared in accordance with conventional detailing practices. If the PDF format is found to be unacceptable, at the request of the Engineer, the Contractor shall provide paper copies of the Working Drawings with drawings on 11 by 17 inch sheets and calculations/text on 8½ by 11 inch sheets.

Working Drawings will be classified under the following categories:

1. **Type 1** – Submitted for Contracting Agency information. Submittal must be received by the Contracting Agency a minimum of 7 calendar days before work represented by the submittal begins.

2. **Type 2** – Submitted for Contracting Agency review and comment. Unless otherwise stated in the Contract, the Engineer will require up to 20 calendar days from the date the Working Drawing is received until it is returned to the Contractor. The Contractor shall not proceed with the Work represented by the Working Drawing until comments from the Engineer have been addressed.

3. **Type 2E** – Same as a Type 2 Working Drawing with Engineering as described below.

4. **Type 3** – Submitted for Contracting Agency review and approval. Unless otherwise stated in the Contract, the Engineer will require up to 30 calendar days from the date the Working Drawing is received until it is returned to the Contractor. The Contractor shall obtain the Engineer's written approval before proceeding with the Work represented by the Working Drawing.

5. **Type 3E** – Same as a Type 3 Working Drawing with Engineering as described below.

All Working Drawings shall be considered Type 3 Working Drawings except as specifically noted otherwise in the Contract. Unless designated otherwise by the Contractor, submittals of Working Drawings will be reviewed in the order they are received by the Engineer. In the event that several Working Drawings are received simultaneously, the Contractor shall specify the sequence in which they are to be reviewed. If the Contractor does not submit a review sequence for simultaneous Working Drawing submittals, the review sequence will be at the Engineer's discretion.

Working Drawings requiring Engineering, Type 2E and 3E, shall be prepared by (or under the direction of) a Professional Engineer, licensed under Title 18 RCW, State of Washington, and in accordance with WAC 196-23-020. Design calculations shall carry the Professional Engineer's signature and seal, date of signature, and registration number on the cover page. The cover page shall also include the Contract number, Contract title and sequential index to calculation page numbers.

If more than the specified number of days is required for the Engineer's review of any individual Working Drawing or resubmittal, an extension of time will be considered in accordance with Section 1-08.8.

Review or approval of Working Drawings shall neither confer upon the Contracting Agency nor relieve the Contractor of any responsibility for the accuracy of the drawings or their conformity with the Contract. The Contractor shall bear all risk and all costs of any Work delays caused by rejection or nonapproval of Working Drawings.

Unit Bid prices shall cover all costs of Working Drawings.

Section 1-07, Legal Relations and Responsibilities to the Public
January 5, 2015

1-07.2 State Taxes
This section is revised to read:

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 Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

The Contracting Agency may deduct from its payments to the Contractor, retainage or lien the bond, in the amount the Contractor owes the State Department of Revenue, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf. For additional information on tax rates and application refer to applicable RCWs, WACs or the Department of Revenue's website.

1-07.2(1) State Sales Tax: Work Performed on City, County, or Federally-Owned Land
This section including title is revised to read:

1-07.2(1) State Sales Tax: WAC 458-20-171 – Use Tax
For Work designated as Rule 171, **Use Tax,** the Contractor shall include for compensation the amount of any taxes paid in the various unit Bid prices or other Contract amounts. Typically, these taxes are collected on materials incorporated into the project and items such as the purchase or rental of; tools, machinery, equipment, or consumable supplies not integrated into the project.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to **Use Tax** under Section 1-07.2(1).

1-07.2(2) State Sales Tax: Work on State-Owned or Private Land
This section including title is revised to read:

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax
For Work designated as Rule 170, **Retail Sales Tax,** the Contractor shall collect from the Contracting Agency, **Retail Sales Tax** on the full Contract price. The Contracting Agency will automatically add this **Retail Sales Tax** to each payment to the Contractor and for this reason; the Contractor shall not include the **Retail Sales Tax** in the unit Bid prices or in any other Contract amount. However, the Contracting Agency will not provide additional compensation to the Prime Contractor or Subcontractor for **Retail Sales Taxes** paid by the Contractor in addition to the **Retail Sales Tax** on the total contract amount. Typically, these taxes are collected on items such as 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 prices or in any other Contract amounts.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to **Retail Sales Tax** under Section 1-07.2(2).

1-07.2(3) Services
This section is revised to read:

Any contract wholly for professional or other applicable services is generally not subject to **Retail Sales Tax** and therefore the Contractor shall not collect **Retail Sales Tax** from the Contracting Agency on those Contracts. Any incidental taxes paid as part of providing the services shall be included in the payments under the contract.

1-07.23(1) Construction Under Traffic
In the second paragraph, the following new sentence is inserted after the second sentence:

Accessibility to existing or temporary pedestrian push buttons shall not be impaired.

Section 1-08, Prosecution and Progress
May 5, 2014

1-08.1 Subcontracting
The eighth paragraph is revised to read:

On all projects, the Contractor shall certify to the actual amounts paid to Disadvantaged, Minority, Women's, or Small Business Enterprise firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This Certification shall be submitted to the Project Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the contract using the application available at:

https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation. The monthly report is due 20 calendar days following the end of the month. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

The ninth paragraph is deleted.

Section 1-09, Measurement and Payment
January 5, 2015

1-09.6 Force Account
In the third paragraph of item number 3, the last sentence is revised to read:

In the event that prior quotations are not obtained and the vendor is not a firm independent from the Contractor or Subcontractor, then after-the-fact quotations may be obtained by the Engineer from the open market in the vicinity and the lowest such quotation may be used in place of submitted invoice.

Section 1-10, Temporary Traffic Control
August 4, 2014

1-10.1(1) Materials
The following material reference is deleted from this section:

Barrier Drums 9-35.8

1-10.1(2) Description
The first paragraph is revised to read:

The Contractor shall provide flaggers, and all other personnel required for labor for traffic control activities and not otherwise specified as being furnished by the Contracting Agency.

1-10.2(1) General
In the third paragraph, the first two sentences are revised to read:

The primary and alternate TCS shall be certified by one of the organizations listed in the Special Provisions. Possession of a current Washington State TCS card and flagging card by the primary and alternate TCS is mandatory.

1-10.2(1)B Traffic Control Supervisor
The first paragraph is revised to read:

A Traffic Control Supervisor (TCS) shall be present on the project whenever flagging or other traffic control labor is being utilized or less frequently, as authorized by the Engineer.

The last paragraph is revised to read:

The TCS may perform the Work described in Section 1-10.3(1)A Flaggers or in Section 1-10.3(1)B Other Traffic Control Labor and be compensated under those Bid items, provided that the duties of the TCS are accomplished.

1-10.2(2) Traffic Control Plans
The first paragraph is revised to read:

> The traffic control plan or plans appearing in the Contract documents show a method of handling vehicle, bicycle, and pedestrian traffic. All construction signs, flaggers, and other traffic control devices are shown on the traffic control plan(s) except for emergency situations. If the Contractor proposes adding the use of flaggers to a plan, this will constitute a modification requiring approval by the Engineer. The modified plans shall show locations for all the required advance warning signs and a safe, protected location for the flagging station. If flagging is to be performed during hours of darkness, the plan shall include appropriate illumination for the flagging station.

In the second paragraph, the second sentence is revised to read:

> Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, and other traffic control devices required to support the Work.

1-10.2(3) Conformance to Established Standards
In the second paragraph, the second sentence is revised to read:

> The National Cooperative Highway Research Project (NCHRP) Report 350 and the AASHTO Manual for Assessing Safety Hardware (MASH) have established requirements for crash testing.

In the third paragraph, "NCHRP 350" is revised to read "NCHRP 350 or MASH".

In the fourth paragraph, "NCHRP 350" is revised to read "NCHRP 350 or MASH".

In the fifth paragraph, "NCHRP 350" is revised to read "NCHRP 350 or MASH".

1-10.3(1) Traffic Control Labor
The first paragraph is revised to read:

> The Contractor shall furnish all personnel for flagging, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations.

1-10.3(1)A Flaggers and Spotters
This section's title is revised to read:

> **Flaggers**

The first paragraph is revised to read:

> Flaggers shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown to the Contracting Agency upon request.

The last paragraph is deleted.

1-10.3(1)B Other Traffic Control Labor
This section is revised to read:

In addition to flagging duties, the Contractor shall provide personnel for all other traffic control procedures required by the construction operations and for the labor to install, maintain and remove any traffic control devices shown on Traffic Control Plans.

1-10.3(3)B Sequential Arrow Signs
This section is supplemented with the following:

A sequential arrow sign is required for all lane closure tapers on a multilane facility. A separate sequential arrow sign shall be used for each closed lane. The arrow sign shall not be used to laterally shift traffic. When used in the caution mode, the four corner mode shall be used.

1-10.3(3)C Portable Changeable Message Signs
This section is revised to read:

Where shown on an approved traffic control plan or where ordered by the Engineer, the Contractor shall provide, operate, and maintain portable changeable message signs (PCMS). A PCMS shall be placed behind a barrier or guardrail whenever possible, but shall at a minimum provide 4 ft. of lateral clearance to edge of travelled lane and be delineated by channelization devices. The Contractor shall remove the PCMS from the clear zone when not in use unless protected by barrier or guardrail.

1-10.3(3)F Barrier Drums
This section including title is deleted in its entirety and replaced with the following:

1-10.3(3)F Vacant

1-10.3(3)K Portable Temporary Traffic Control Signal
The fifth paragraph is revised to read:

The Project Engineer or designee will inspect the signal system at initial installation/operation and approve the signal timing. Final approval will be based on the results of the operational inspection.

1-10.4(2) Item Bids With Lump Sum for Incidentals
In the second paragraph, the first and second sentences are revised to read:

"Flaggers" will be measured by the hour. Hours will be measured for each flagging station, shown on an approved Traffic Control Plan, when that station is staffed in accordance with Section 1-10.3(1)A.

The first sentence of the last bulleted item in this section is revised to read:

Installing and removing Barricades, Traffic Safety Drums, Cones, Tubular Markers and Warning Lights and Flashers to carry out approved Traffic Control Plan(s).

1-10.5(2) Item Bids With Lump Sum for Incidentals
This section is deleted and replaced with the following:

"Traffic Control Supervisor", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.2(1)B.

"Pedestrian Traffic Control", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work for pedestrian traffic control defined in Section 1-10.

"Flaggers", per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.3(1)A.

"Other Traffic Control Labor", per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all labor costs incurred by the Contractor in performing the Work specified for this item in Section 1-10.4(2).

"Construction Signs Class A", per square foot.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)A. In the event that "Do Not Pass" and "Pass With Care" signs must be left in place, a change order, as described in Section 1-04.4, will be required. When the Bid Proposal contains the item "Sign Covering", then covering those signs indicated in the Contract will be measured and paid according to Section 8-21.

"Sequential Arrow Sign", per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)B.

"Portable Changeable Message Sign", per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for procuring all portable changeable message signs required for the project and for transporting these signs to and from the project.

"Transportable Attenuator", per each.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)J except for costs compensated separately under the items "Operation of Transportable Attenuator" and "Repair Transportable Attenuator".

"Operation of Transportable Attenuator", per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for operating transportable attenuators on the project.

"Repair Transportable Attenuator", by force account.

All costs of repairing or replacing transportable attenuators that are damaged by the motoring public while in use as shown on an approved Traffic Control Plan will be paid for by force account as specified in Section 1-09.6. To provide a common Proposal for all Bidders, the Contracting Agency has estimated the amount of force account for "Repair Transportable Attenuator" and has entered the amount in the

Proposal to become a part of the total Bid by the Contractor. Transportable attenuators damaged due to the Contractor's operation or damaged in any manner when not in use shall be repaired or replaced by the Contractor at no expense to the Contracting Agency.
"Other Temporary Traffic Control", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10, and which costs are not compensated by one of the above-listed items.

"Portable Temporary Traffic Control Signal", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work as described in Section 1-10.3(3)K, including all costs for traffic control during manual control, adjustment, malfunction, or failure of the portable traffic control signals and during replacement of failed or malfunctioning signals.

Section 5-02, Bituminous Surface Treatment
August 4, 2014

5-02.3(11) Temporary Raised Pavement Markings
This section's title is revised to read:

Temporary Pavement Markings

The word "raised" is deleted from this section.

Section 8-09, Raised Pavement Markers
April 7, 2014

8-09.3(6) Recessed Pavement Marker
The following sentence is inserted after the first sentence of the first paragraph:

The Contractor shall ensure that grinding of the pavement does not result in any damage, (e.g. chipping, spalling or raveling) to the pavement to remain.

Section 8-22, Pavement Marking
January 5, 2015

8-22.3(6) Removal of Pavement Markings
The second sentence of the first paragraph is revised to read:

Grinding to remove painted markings is only allowed prior to application of a Bituminous Surface Treatment.

Section 8-23, Temporary Pavement Markings
January 5, 2015

This section's content is deleted in its entirety and replaced with the following new sub-sections:

8-23.1 Description
The Work consists of furnishing, installing, and removing temporary pavement markings. Temporary pavement markings shall be provided where noted in the Plans; for all lane shifts and detours resulting from construction activities; or when permanent markings are removed because of construction operations.

8-23.2 Materials
Materials for temporary markings shall be paint, plastic, tape, raised pavement markers or flexible raised pavement markers. Materials for pavement markings shall meet the following requirements:

Raised Pavement Markers	9-21
Temporary Marking Paint	9-34.2(6)
Plastic	9-34.3
Glass Beads for Pavement Marking Materials	9-34.4
Temporary Pavement Marking Tape	9-34.5
Temporary Flexible Raised Pavement Markers	9-34.6

8.23.3 Construction Requirements

8-23.3(1) General
The Contractor shall select the type of pavement marking material in accordance with the Contract.

8-23.3(2) Preliminary Spotting
All preliminary layout and marking in preparation for application or removal of temporary pavement markings shall be the responsibility of the Contractor.

8-23.3(3) Preparation of Roadway Surface
Surface preparation for temporary pavement markings shall be in accordance with the manufacturer's recommendations.

8-23.3(4) Pavement Marking Application

8-23.3(4)A Temporary Pavement Markings – Short Duration
Temporary pavement markings – short duration shall meet the following requirements:

Temporary Center Line – A BROKEN line used to delineate adjacent lanes of traffic moving in opposite directions. The broken pattern shall be based on a 40-foot unit, consisting of a 4-foot line with a 36-foot gap if paint or tape is used. If temporary raised pavement markers are used, the pattern shall be based on a 40-foot unit, consisting of a grouping of three temporary raised pavement markers, each spaced 3 feet apart, with a 34 foot gap.

Temporary Edge Line – A SOLID line used on the edges of Traveled Way. The line shall be continuous if paint or tape is used. If temporary raised pavement markers are used, the line shall consist of markers installed continuously at 5-foot spacing.

Temporary Lane Line – A BROKEN line used to delineate adjacent lanes with traffic traveling in the same direction. The broken pattern shall be based on a 40-foot unit, consisting of a 4-foot line with a 36-foot gap, if paint or tape is used. If temporary raised pavement markers are used, the pattern shall be based on a 40-foot unit, consisting of a grouping of three temporary raised pavement markers, each spaced 3 feet apart, with a 34 foot gap.

Lane line and right edge line shall be white in color. Center line and left edge line shall be yellow in color. Edge lines shall be installed only if specifically required in the Contract. All temporary pavement markings shall be retroreflective.

8-23.3(4)A1 Temporary Pavement Marking Paint
Paint used for short duration temporary pavement markings shall be applied in one application at a thickness of 15 mils or 108 square feet per gallon. Glass beads shall be in accordance with Section 8-22.3(3)G.

8-23.3(4)A2 Temporary Pavement Marking Tape
Application of temporary pavement marking tape shall be in conformance with the manufacturer's recommendations.

Black mask pavement marking tape shall mask the existing line in its entirety.

8-23.3(4)A3 Temporary Raised Pavement Markers
Temporary raised pavement markers are not allowed on bituminous surface treatments.

8-23.3(4)A4 Temporary Flexible Raised Pavement Markers
Flexible raised pavement markers are required for new applications of bituminous surface treatments. Flexible raised pavement markers are not allowed on other pavement types unless otherwise specified or approved by the Engineer. Flexible raised pavement markers shall be installed with the protective cover in place. The cover shall be removed immediately after spraying asphaltic material.

8-23.3(4)B Temporary Pavement Markings – Long Duration
Application of paint, pavement marking tape and plastic for long duration pavement markings shall meet the requirements of Section 8-22.3(3); application of raised pavement markers shall meet the requirements of Section 8-09.3; and application of flexible pavement markings shall be in conformance with the manufacturer's recommendations.

8-23.3(4)C Tolerance for Lines
Tolerance for lines shall conform to Section 8-22.3(4).

8-23.3(4)D Maintenance of Pavement Markings
Temporary pavement markings shall be maintained in serviceable condition throughout the project until permanent pavement markings are installed. As directed by the Engineer; temporary pavement markings that are damaged, including normal wear by traffic, shall be repaired or replaced immediately. Repaired and replaced pavement markings shall meet the requirements for the original pavement marking.

8-23.3(4)E Removal of Pavement Markings
Removal of temporary paint is not required prior to paving; all other temporary pavement markings shall be removed.

All temporary pavement markings that are required on the wearing course prior to construction of permanent pavement markings and are not a part of the permanent markings shall be completely removed concurrent with or immediately subsequent to the construction of the permanent pavement markings. Temporary flexible raised pavement markers on bituminous surface treatment pavements shall be cut off flush with the surface if their location conflicts with the alignment of the permanent pavement markings. All other temporary pavement markings shall be removed in accordance with Section 8-22.3(6). All damage to the permanent Work caused by removing temporary pavement markings shall be repaired by the Contractor at no additional cost to the Contracting Agency.

8-23.4 Measurement
Temporary pavement markings will be measured by the linear foot of each installed line or grouping of markers, with no deduction for gaps in the line or markers and no additional measurement for the second application of paint required for long duration paint lines. Short duration and long duration temporary pavement markings will be measured for the initial installation only.

8-23.5 Payment
Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

"Temporary Pavement Marking – Short Duration", per linear foot.

"Temporary Pavement Marking – Long Duration", per linear foot.

The unit Contract price per linear foot for "Temporary Pavement Marking – Short Duration" and "Temporary Pavement Marking – Long Duration" shall be full pay for all Work.

Section 9-34, Pavement Marking Material
January 5, 2015

9-34.2 Paint
The second paragraph is revised to read:

Blue and black paint shall comply with the requirements of 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 ratio.

9-34.4 Glass Beads for Pavement Marking Materials
In the third paragraph, the table titled "Metal Concentration Limits" is revised to read:

Metal Concentration Limits		
Element	**Test Method**	**Max. Parts Per Million (ppm)**
Arsenic	EPA 3052 SW-846 6010C	10.0
Barium	EPA 3052 SW-846 6010C	100.0
Cadmium	EPA 3052 SW-846 6010C	1.0
Chromium	EPA 3052 SW-846 6010C	5.0
Lead	EPA 3052 SW-846 6010C	50.0
Silver	EPA 3052 SW-846 6010C	5.0
Mercury	EPA 3052 SW-846 7471B	4.0

9-34.5 Temporary Pavement Marking Tape
This section is revised to read:

Biodegradable tape with paper backing is not allowed.

This section is supplemented with the following new sub-sections:

9-34.5(1) Temporary Pavement Marking Tape – Short Duration
Temporary pavement marking tape for short duration shall conform to ASTM D4592 Type II except that black tape, black mask tape and the black portion of the contrast removable tape, shall be non-reflective.
9-34.5(2) Temporary Pavement Marking Tape – Long Duration
Temporary pavement marking tape for long duration shall conform to ASTM D4592 Type I. Temporary pavement marking tape for long duration, except for black tape, shall have a minimum initial coefficient

of retroreflective luminance of 200 mcd*m^{-2}*lx^{-1} when measured in accordance with ASTM E 2832 or ASTM E 2177. Black tape, black mask tape and the black portion of the contrast removable tape, shall be non-reflective.

9-34.6 Temporary Raised Pavement Markers
This section's title is revised to read:

Temporary Flexible Raised Pavement Markers

The second paragraph is deleted.

Section 9-35, Temporary Traffic Control Materials
August 4, 2014

9-35.0 General Requirements
The following item is deleted from the list of temporary traffic control materials:

Barrier Drums

The last sentence of the second paragraph is revised to read:

Certification for crashworthiness according to NCHRP 350 or the Manual for Assessing Safety Hardware (MASH) will be required as described in Section 1-10.2(3).

9-35.2 Construction Signs
The first sentence is revised to read:

Construction signs shall conform to the requirements of the MUTCD and shall meet the requirements of NCHRP Report 350 for Category 2 devices or MASH.

9-35.7 Traffic Safety Drums
The third paragraph is revised to read:

Drums and light units shall meet the crashworthiness requirements of NCHRP 350 or MASH as described in Section 1-10.2(3).

9-35.8 Barrier Drums
This section including title is deleted in its entirety and replaced with the following:

9-35.8 Vacant

9-35.12 Transportable Attenuator
In the first paragraph, the fourth sentence is revised to read:

The Contractor shall provide certification that the transportable attenuator complies with NCHRP 350 Test level 3 or MASH Test Level 3 requirements.

9-35.13 Tall Channelizing Devices
In the sixth paragraph, the last sentence is revised to read:

The method of attachment must ensure that the light does not separate from the device upon impact and light units shall meet the crashworthiness requirements of NCHRP 350 or MASH as described in Section 1-10.2(3).

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2014 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 project-specific Special Provisions are labeled as shown below. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(March 12, 2014 Benton County GSP)
(******) Project Specific Special Provision

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 WSDOT GSP)

This contract provides for the preventative maintenance of approximately 62.67 miles of Benton County roads and 1.84 miles of City of Prosser Streets by the application of Bituminous Surface Treatment Seal Coat 3/8" - #10, and other work. All work shall be in accordance with the attached Contract Plans, these Contract Provisions, the Standard Specifications, and Standard Plans.

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3, Definitions
(March 8, 2013 APWA GSP)

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

Dates

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

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

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

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

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

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

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

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "State", "Department of Transportation", "Washington State Transportation Commission",

"Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

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

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

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

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

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

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

Contract Bond
The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents
See definition for "Contract".

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

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

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

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

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1, Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1, Qualifications of Bidder
(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

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

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	***2***	Furnished automatically upon award.
Contract Provisions	***2***	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
(March 8, 2013 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.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

(March 12, 2014 Benton County GSP)
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 form which is included as part of the Proposal packet for this project.

Cash will not be accepted for a bid deposit.

1-02.9, Delivery of Proposal
(August 15, 2012 APWA GSP, Option A)

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the 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.

1-02.10, Withdrawing, Revising, or Supplementing Proposal
(March 12, 2014 Benton County GSP)

Revise the second sentence of the second paragraph to read:

"Faxed Bid revisions and supplements will **not** be accepted."

The fourth paragraph is deleted.

1-02.12, Public Opening of Proposal
(March 12, 2014 Benton County GSP)

Date of Opening Bids

Sealed bids are to be received at the following location prior to the time specified:

The office of the Benton County Engineer, Benton County Courthouse, 620 Market St., Prosser, Washington, until 1:30 p.m. local time, Thursday, February 19, 2015. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

The bid opening date for this project is February 19, 2015. 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 8, 2013 APWA GSP, Option A)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

As evidence that the Bidder meets the mandatory bidder responsibility criteria, 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 responsibility 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 Contracting Agency also reserves the right to obtain information from third parties concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) 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 two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information 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 Contracting Agency's final determination.

1-02.15 Pre Award Information

(August 14, 2013 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. 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

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.3, Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

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

1-03.4 Contract Bond
(December 8, 2014 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

SECTION 1-04, SCOPE OF WORK

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

Revise the second paragraph to read:

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

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

SECTION 1-05, CONTROL OF WORK

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

Supplement this section with the following:

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

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

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

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

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

1-05.11, 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
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this 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.

1-05.16, Water and Power
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

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 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(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.

Add the following paragraph to this APWA GSP:

(******)
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, "Aggregate From Stockpile Site SP-133 For BST", is $10.35 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).

1-07.7, Load Limits
(March 13, 1995 WSDOT GSP Option 5)

Supplement this section with the following:

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
(January 3, 2014 WSDOT GSP)

General
Supplement this section with the following:

The State rates incorporated in this contract are applicable to all construction activities associated with this contract.

1-07.13, Contractor's Responsibility of Work
(August 6, 2001 WSDOT GSP)

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.

1-07.17 Utilities and Similar Facilities
(March 1, 2014 Benton County GSP)

Supplement this section with the following:

Private utilities, or their contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities. Such adjustment, relocation, replacement, or construction may be done during the prosecution of the work for this project.
The following addresses and telephone numbers of utility companies known or suspected of having facilities within Benton County are supplied for the Contractor's convenience:

Utility Contacts

Badger Mountain Irrigation District	87525 E. Reata Rd. Kennewick, WA. 99338 bmid@pocketinet.com	Office: 509-628-0777
Benton Irrigation District	47506 N. Highland Rd. P.O. Box 626 Benton City, WA. 99320 www.bidwater.org	Office: 509-588-3002
Benton Public Utility District	2721 W. 10th Ave. P.O. Box 6270 Kennewick, WA. 99336	Office: 509-582-1242
Benton Rural Electric Association	402 7th St. P.O. Box 1150 Prosser, WA. 99350	Office: 509-786-2913

Charter Communications	639 N. Kellogg St. Kennewick, WA. 99336	Office: 509-222-2665
Century Link	409 S. 5th St. Sunnyside, WA. 98944	Office: 509-839-6651
CoastCom,Inc.	151 E. Olive St. Newport, OR. 97365 www.coastcom.net	Office: 877-818-0959
Frontier Communications Northwest Inc.	4916 W. Clearwater Ave. Kennewick, WA. 99336	Office: 509-736-3722
Kennewick Irrigation District	12 W. Kennewick Ave. P.O. Box 6900 Kennewick, WA. 99336 info@kid.org	Office: 509-586-9111
NoaNet - Northwest Open Access Network	422 West Riverside Suite 408 Spokane, WA. 99201 www.noanet.net	Office: 509-948-4294

Pursuant to RCW 19.122 Underground Utilities, the contractor is responsible for timely notification of all utilities in advance of any ground excavations. The Contractor shall notify the (UULC) Utilities Underground Location Center for Benton County at least 48 hours prior to start of any excavations, or ground disruption, so that the underground utilities may be marked. For more information and Utility notification, use the following: http://www.callbeforeyoudig.org/washington/, telephone number 1-800-424-5555 (or 811).

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
(******)

Supplement this section with the following:

Prior to commencing work, the Contractor shall give a minimum of 48 hours advanced notice to the Engineer so any parked vehicles along the roadways can be removed.

1-07.24, Rights of Way
(October 1, 2005 APWA GSP)

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

Street right of way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the Contracting Agency of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property Owner shall be given 48 hours advanced notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property Contracting Agency, and, upon vacating the premises, a written release from the property Contracting Agency of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property Contracting Agency, or proper authority acting for the Contracting Agency of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the

property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

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
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. 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. (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 or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. 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.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting
(December 8, 2014 APWA GSP)

Revise the eighth paragraph to read:

On all projects funded with federal assistance the Contractor shall submit "Quarterly Report of Amounts Credited as DBE Participation" (form 422-102 EF) on a quarterly basis, in which DBE Work is accomplished, for every quarter in which the Contract is active or upon completion of the project, as appropriate. The quarterly reports are due on the 20th of April, July, October, and January for the four respective quarters.

1-08.3, General Requirements

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
(August 14, 2013 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

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 is approved 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 (per Section 1-07.9(5)).
    b. Material Acceptance Certification Documents
    c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
    d. Final Contract Voucher Certification
    e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
    f. Property owner releases per Section 1-07.24

(March 13, 1995 WSDOT GSP)
Supplement this section with the following:

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

SECTION 1-09, MEASUREMENT AND PAYMENT

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.

1-10, TEMPORARY TRAFFIC CONTROL

1-10.2, Traffic Control Management

1-10.2(1) General
(March 12, 2014 Benton County GSP)

Supplement this section 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
(******)

Supplement this section 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.

1-10.3, Traffic Control Labor, Procedures, and Devices

1-10.3(1), Traffic Control Labor
(******)

Supplement this section with the following:

Traffic control required for this contract shall include furnishing, installation and maintenance of all Class A construction signs, Temporary Class B construction signs, Portable Changeable Message Signs, and all associated flagging for Benton County roads and City of Prosser Streets.

1-10.3(3)C, Portable Changeable Message Sign
(******)

Supplement this section with the following:

The Contractor shall provide, operate, and maintain two portable changeable message signs. The message signs will be setup and placed as follows:

Message sign No. 1 shall be placed on the North side of Finley Road at SR-397, on County right of way. Message sign No. 2 shall be placed on the South side of 27th Ave. West of Cedar St., on County right of way. Both signs shall be setup and operating a minimum of **One Week Prior** to commencing work on Benton County Roads. The Contractor shall notify the Engineer of the day and time the message signs will be setup for field location/verification. The day prior to completion of BST operations, the Engineer will notify the Contractor for the signs to be removed. Both message signs shall read as the following example with begin and completion dates to be determined:

"Chip Seal operations in the Finley Area from May 4 to May 29 please keep all parked vehicles off roadway"

The estimated number of operating hours for the Portable Changeable Message signs is 150 hours for each sign.

1-10.5, Payment
(******)

Supplement this section with the following:

"Construction Signs Class A", per s.f.

All equipment, materials, tools, and labor needed to provide temporary class B construction signs, flagging, portable changeable message signs, and Traffic Control Supervisor shall be included in the contract bid item for "Project Temporary Traffic Control", per lump sum.

DIVISION 2
EARTHWORK

SECTION 2-07, WATERING

2-07.1, Description
(******)

Supplement this section with the following:

The Contractor shall keep the entrance road to the Finley Stockpile, haul roads within the stockpile area, and the 3/8" - #10 stockpile wetted down during BST operations.

DIVISION 3
AGGREGATE PRODUCTION AND ACCEPTANCE

SECTION 3-02, STOCKPILING AGGREGATES

3-02.2, General Requirements

3-02.2(7), Removing Aggregates From Stockpiles
(******)

Supplement this section with the following:

County Furnished Material Sources
The following source of stockpiled material is made available for Benton County roads at no cost to the Contractor:

Stockpile Site SP-133, Finley Stockpile, is the source for Aggregate From Stockpile For BST. Finley Stockpile site is located in Section 3, Township 7 North, Range 30 East, W.M. The location of the stockpile site is shown on the Benton County map included in the contract plans.

Operation in Stockpile
Prior to completion of this project, the Contractor shall remove and dispose of all litter, waste, and other debris resulting from their operations and shall leave the 3/8" - #10 stockpile and stockpile site in a condition satisfactory to the Engineer.

Source of Materials (City of Prosser Streets)
No source has been provided for Crushed Screenings 3/8" - #10 for the City of Prosser Streets. The Contractor shall make their own arrangements to obtain the necessary materials at their own expense, and all costs of acquiring, producing, and placing the material in the finished work shall be included in the unit contract price for "Furnishing and Placing Crushed Screenings 3/8"-#10".

3-02.4, Measurement
(******)

Supplement this section with the following:

Aggregate From Stockpile SP-133 For BST (Benton County Roads) and Furnishing and Placing Crushed Screenings 3/8" - #10 (City of Prosser Streets) shall be measured by the cubic yard in the truck. The

Contractor and Engineer will agree on a per cubic yard measurement in the truck, before delivery to the roadway.

3-02.5, Payment
(******)

Supplement this section with the following:

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

"Aggregate From Stockpile SP-133 For BST", per c.y.

All equipment, tools, and labor necessary to furnish, load, haul, place, and compact the aggregate for the City of Prosser Streets shall be paid for as follows:

"Furnishing and Placing Crushed Screenings 3/8" - #10", per c.y.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

SECTION 5-02, BITUMINOUS SURFACE TREATMENTS

5-02.2, Materials
(December 2, 2014 Benton County GSP)

Supplement this section with the following:

Specifications for Emulsified 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 Emulsified Asphalt CRS-2P shall be as per Section 9-02.2(1) Certification of Shipment.

The unit contract bid price for Emulsified 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
(******)

Supplement this section with the following:

Pavement Repair
Benton County and the City of Prosser maintenance forces will have their pavement repair; crack seal, road patches, and pre-leveling completed by May 1, 2015.

Pre-Power Brooming
All roads listed on the Benton County Road list shall be power broomed, by the Contractor, prior to BST placement. The Contractor shall wet roadways, within residential areas, for the purpose 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 warning lights to alert traffic of their

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

5-02.3(5), Application of Aggregates
(******)

Supplement this section with the following:

Post Power and Pickup Brooming
All roads listed on the Benton County Road list 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 their own expense.

All roads listed on Benton County and City of Prosser road lists marked for Pickup Broom shall be swept with a pickup broom by the Contractor. Materials from pickup brooming shall become the property of the Contractor and they shall dispose of these materials in accordance with Section 2-03.3(7)C.

5-02.3(9), Protection of Structures
(******)

Supplement this section with the following:

Benton County and City of Prosser forces will be responsible for the protection of their utility structures.

5-02.4, Measurement
(******)

Supplement this section with the following:

Average Pavement Width
Widths shown on the road lists for Benton County and City of Prosser are average widths only. The actual widths, widening's, and intersections will be adjusted in the field and paid for at the unit contract prices for the bid items involved.

5-02.5, Payment
(December 2, 2014 Benton County GSP)

Supplement this section with the following:

All costs to perform power and pickup brooming for Benton County and City of Prosser shall be included in the unit contract prices for the various bid items of work.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

SECTION 8-22, PAVEMENT MARKING

8-22.1, Description
(December 2, 2014 Benton County GSP)

Supplement this section with the following:

This work shall consist of furnishing and installing a single application of pavement markings upon the roads sealed which had existing pavement markings, in accordance with the plans, standard plans, and these provisions.

8-22.3, Construction Requirements

8-22.3(3)F, Application Thickness
(December 2, 2014 Benton County GSP)

Revise the first row of the Marking Material Application table as follows:

Marking Material Application		HMA	PCC	BST	Groove Depth
Paint – First Coat	Spray	10	10	16	

8-22.4, Measurement
(December 2, 2014 Benton County GSP)

Revise the first paragraph to read:

Lines will be measured by the mile for the pattern and mark specified. No deduction will be made for unmarked area when the marking includes a broken line.

8-22.5, Payment
(******)

Supplement this section with the following:

"Painted Skip Stripe Yellow", per mile.
"Painted Solid Stripe Yellow", per mile.
"Painted Solid Stripe White", per mile.

SECTION 8-23, TEMPORARY PAVEMENT MARKINGS

8-23.1, Description
(******)

Supplement this section 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. County culvert crossings are marked with white paint on the pavement edge. Temporary pavement markers shall be installed on County road centerline stripe, edge line, and turn lanes. Temporary pavement markers shall be installed on City of Prosser street centerline, edge line, turn lanes, stop bars, crosswalk blocks, and traffic arrows.

8-23.4, Measurement
(December 2, 2014 Benton County GSP)

Supplement this section with the following:

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

8-23.5, Payment
(******)

Supplement this section with the following:

All materials, equipment, and labor necessary to furnish and place temporary pavement markers shall be included in the lump sum contract price for the bid item "Project Temporary Traffic Control", Benton County and City of Prosser.

DIVISION 9
MATERIALS

SECTION 9-03, AGGREGATES

9-03.4, Aggregates for Bituminous Surface Treatment

9-03.4(2), Grading and Quality
(******)

Supplement this section with the following:

The grading requirements for Crushed Screenings 3/8" - #10 for City of Prosser Streets are as follows:

Sieve Size	Percent Passing
½ inch square	100
3/8 inch square	90-100
U.S. No. 4	30-56
U.S. No. 10	0-10
U.S. No. 200	0 – 1.5
% Fracture	75 min.
Sand Equivalent	40 min.

(August 4, 2014) .
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 14-046, effective August 4, 2014 is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10
Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20
Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30
Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

A-60.10
Sheet 2, Section B, callout, WAS-"New Tie Bar ~ #5 x 30" (IN) Epoxy Coated Reinforcing Bar" is revised to read: "New Tie Bar ~ #5 x 30" (IN)"

B-10.20 and B-10.40
Substitute "step" in lieu of "handhold" on plan

B-15.60
Table, Maximum Knockout Size column, 120" Diam., 42" is revised to read; 96"

B-25.20
Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-55.20
Metal Pipe elevation, title is revised to read; "Metal Pipe and Steel Rib Reinforced Polyethylene Pipe"

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

C-16a
Note 1, reference C-28.40 is revised to C-20.10

C-16b
Note 3, reference C-28.40 is revised to C-20.10

F-10.12
Section Title, was – "Depressed Curb Section" is revised to read: "Depressed Curb and Gutter Section"

G-50.10
Delete – Plan View (bottom center of sheet)
Delete – Mounting Bracket and Steel Strap Detail

G-60.10
Sheet 4, Screen Detail, callout – "drill and Tap for ¼" diameter Cap Screw – Spacing approx. 9" o.c. ASTM F593, w/S.S. washer Liberally coat the threads with Anti-seize compound (TYP.)" is revised to read: "*Drill and Tap ¼" (IN) Diam. x 1" (IN) Cap Screw with washer ~ space approx.. 9" o.c. ~ Liberally coat threads with Anti-seize compound (TYP.)"

Add Boxed note: * Bolts, Nuts, and washers ~ ASTM F593 or A193 Type 304 or Type 316 Stainless Steel (S.S.)

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."

G-70.10
Sheet 4, Screen Detail, callout – "drill and Tap for ¼" diameter Cap Screw – Spacing approx. 9" o.c. ASTM F593, w/S.S. washer Liberally coat the threads with Anti-seize compound (TYP.)" is revised to read: "*Drill and Tap ¼" (IN) Diam. x 1" (IN) Cap Screw with washer ~ space approx.. 9" o.c. ~ Liberally coat threads with Anti-seize compound (TYP.)"

Add Boxed note: * Bolts, Nuts, and washers ~ ASTM F593 or A193 Type 304 or Type 316 Stainless Steel (S.S.)

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

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).

Sheet 2 of 2, "Right Side of Service Cabinet" detail, callout, "1 5/8" x 2 7/16" 12 GA. SLOTTED STEEL CHANNEL BRACKETS (3 REQ'D), EMBED 12"MIN. IN FOUNDATION."
Is revised to read: "1-5/8" x 3-1/4", 12 GA. BACK TO BACK SLOTTED STEEL CHANNEL BRACKETS (3 REQ'D), EMBED 12" MIN. IN FOUNDATION"

J-10.22
Key Note 4, "Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt "T" rated). Is revised to read: "Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt "T" rated)."

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"

J-28.70
Detail C, dimension, 2" MAX. is revised to read: 1" MAX.
Detail D, dimension, 2" MAX. is revised to read: 1" MAX.

J-29.10
Galvanized Welded Wire Mesh detail, callout – "Drill and Tap for ¼" Diam. Cap Screw, 3 Places, @ 9" center, all 4 edges S.S. Screw, ASTM F593 and washer"
Is revised to read;
"*Drill and Tap ¼" (IN) Diam. x 1" (IN) Cap Screw with washer ~ space approx.. 9" o.c. ~ Liberally coat threads with Anti-seize compound (TYP.)"

Add Boxed note: * Bolts, Nuts, and washers ~ ASTM F593 or A193 Type 304 or Type 316 Stainless Steel (S.S.)

J-29.15
Title, "Camera Pole Standard" is revised to read; "Camera Pole Standard Details"

J-29-16
Title, "Camera Pole Standard Details" is revised to read; "Camera Pole Details"

J-60.14
All references to J-16b (6x) are revised to read; J-60.11

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"

K-80.10
Sign Installation (Fill Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN.
Sign Installation (Sidewalk and Curb Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN.
Sign Installation (Behind Traffic Barrier Section), Delete dimensions - 6' TO 12' MIN. and 6' MIN.
Sign with Supplemental Plaque Installation (Fill Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN.
Sign Installation (Ditch Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN. Delete dimension – 6' MIN.

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-40.20-02.....5/29/13
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-60.10-02.....6/17/14
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-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-30.50-01.....4/26/12
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APPENDIX A

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES

Chapter 39.12 RCW
PREVAILING WAGES ON PUBLIC WORKS