



CITY OF AUBURN
KING AND PIERCE COUNTIES,
WASHINGTON

**GENERAL SPECIAL
PROVISIONS
DIVISION 1
(WSDOT/APWA Format)**

for

2016 JOB ORDER CONTRACTING

Contract Nos. JOC16-(A/B)

City of Auburn
Engineering Division
Community Development and Public Works Department

25 West Main St.
Auburn, WA 98001-4998
(253) 931-3010
FAX (253) 931-3053

INTRODUCTION TO THE SPECIAL PROVISIONS (WSDOT/APWA Format)

The work of this Contract will be set forth in the Detailed Scope(s) of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

This Contract is for construction work and related services to be performed within the boundaries of the City of Auburn. However, if the need arises, the City reserves the right to require the Contractor to work at any location or facility under the jurisdiction of the City.

The work of this Contract shall be accomplished in accordance with the *Standard Specifications for Road, Bridge, and Municipal Construction*, 2016 edition as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereinafter "Standard Specifications").

The Standard Specifications, as modified or supplemented by these Special Provisions, shall govern all of the work. The deletion, 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.

In case of conflict between the various elements of the Contract Documents, refer to Section 1-04.2 (Coordination of Contract Documents, Plans, Special Provisions Specifications, and Addenda) of these Special Provisions for order of precedence.

The following clarifications and modifications apply to the City of Auburn Special Provisions, the *Standard Specifications for Road, Bridge, and Municipal Construction*, 2016 edition as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereinafter "Standard Specifications"):

Whenever the term "bidder" is used, it shall refer to the Proposer.

Whenever the term "bid" is used, it shall refer to the proposal.

Whenever the term "Contract" is used to describe the Work associated with an individual project, the term "Contract" shall be replaced with "Job Order".

Whenever the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".

Whenever the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price".

The Job Order Price shall set forth the fixed price, lump sum amount for which the Contractor is paid to complete the Detailed Scope of Work. Unless specifically stated for a Job Order, the measuring of materials as related to payment shall not apply, estimated quantities, lists of materials and bid prices shall not apply, the descriptions as related to costs and payment shall not apply, and the payment sections within the individual sections shall not apply.

All references to “Bid Items” shall be interpreted to mean Work tasks necessary to complete the Detailed Scope of Work.

All references to “change order work”, “extra work”, “force account work”, and any other descriptions to changes to the Detailed Scope of Work shall be interpreted to mean work described in a Detailed Scope of Work of a Supplemental Job Order.

The Construction Task Catalog shall govern the work included in the Unit Price of a Pre-Priced Task.

IMPORTANT – PLEASE READ

The Special Provisions are documents that: *supplement*, add *new* specifications, *replace*, or *modify* the Standard Specifications. To clarify the purpose of each section provided, Special Provisions have the following section descriptions.

- Supplement: Text supplements or adds clarification to that Section of the Standard Specifications.
- Revision: Parts of that Section of the Standard Specification are altered.
- Replacement: Text replaces the entire identified Section of the Standard Specifications.
- New Section: This Section is a City of Auburn specification or is unique to this Contract and will not be found in the Standard Specifications.
- Deletion: This Section is deleted in its entirety.

PART 1: GENERAL SPECIAL PROVISIONS

for

2016 JOB ORDER CONTRACTING

Contract Nos. JOC16-(A/B)

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Final Acceptance Date

The date upon which the City Council accepts the contract work as complete and approves the final payment (if any) due the Contractor.

Completion Date

The day all Contract obligations of the Contractor 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.

Job Order Dates – The following dates refer to individual Job Orders that are to be assigned under the Contract:

Job Order Notice to Proceed

The date stated in the Job Order Notice to Proceed on which the Job Order working days begin.

Job Order Physical Completion Date

The day all work is physically completed a job order. All documentation required under the contract and required by law does not necessarily need to be furnished by the Contractor before the establishment of this date, unless identified in the Contract documents.

Job Order Completion Date

The day all the Work specified in a Job Order is completed and all the Contract obligations of the Contractor associated with the Job Order are fulfilled by the Contractor. All documentation required by the Contract and the Job Order, and required by law, must be furnished by the Contractor before establishment of this date.

Job Order Final Acceptance Date

The date upon which the City Engineer accepts the work as complete and approves the final payment due the Contractor is the final acceptance date.

(January 4, 2016 APWA GSP)

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 the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

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

(September 2013, City of Auburn)

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

(January 4, 2016 APWA GSP)

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 Specification 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”.

Traffic

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

(April 2016 City of Auburn)

Supplement this Section with the following:

Bid Documents

Contract Documents may be referred to as “Bid Documents” before award and execution of the Contract.

Proposal/Bid Proposal Package

The documents to be submitted by the Contractor for bid consideration. The “Bid Proposal Package” includes those documents identified in the Proposer’s Checklist, and may include, but not be limited to the following:

- Proposer’s Checklist
- Proposal Form A - Proposer’s Qualification Sheet (Responsible Bidder Information)
- Proposal Form B - Comparable Construction Experience, Projects \$50,000 to \$150,000

- Proposal Form C – Comparable Construction Experience, Projects \$150,000 to \$350,000
- Proposal Form D – Key Personnel, Project Manager
- Proposal Form E – Ability to Manage Multiple Subcontractors
- Proposal Form F – Local and Disadvantaged Business Utilization Plan
- Proposal Form G – Key Personnel, General Field Superintendent
- Proposal Form H – Receipt of Addenda
- Proposal Form I - Certification
- Proposal Form J – Adjustment Factor Proposal Form (Submit in individual sealed envelope within sealed Bid Proposal Package)
- Proposal/Bid Bond

City of Auburn

See Contracting Agency

Contract

See Section 1-04.2 of these Special Provisions.

Contracting Agency

City of Auburn, also referred to as the City, is responsible for the execution and administration of the contract.

Current Edition

The latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Contract is advertised for proposals, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes.

Equal Products

The terms “or equal”, “approved equal”, “approved equivalent” “or equivalent”, etc., as used in the Contract Documents, shall mean a manufactured article, material, method, or work, which in the opinion of the Engineer, is equally desirable or suitable for the purposes intended in the Contract Documents, as compared with similar articles specifically mentioned therein.

Incidental Work

The terms incidental to the project, incidental to the involved bid item(s), etc., as used in the Contract Documents shall mean that the Contractor is required to provide the specified work complete and the cost of such work shall be incidental and included in the unit contract prices as specified in Section 1-04.1 (Intent of the Contract). No additional payment will be made for this work.

Job Order

See JOC Special Provisions.

Job Order Proposal Package

See JOC Special Provisions

Plans

The Contract Plans and the Standard Details or Standard Plans referenced in these Special Provisions, which show location, character, and dimensions of prescribed work including layouts, profiles, cross-sections, and other details.

Shop Drawings

Same as “Working Drawings” as defined in the Standard Specifications.

Special Provisions

These provide modifications to the Standard Specifications. To clarify the purpose of each section provided, Special Provisions have the following section descriptions.

Supplement: Text supplements or adds clarification to that Section of the Standard Specifications.

Revision: Parts of that Section of the Standard Specification are altered.

Replacement: Text replaces the entire identified Section of the Standard Specifications.

New Section: This Section is a City of Auburn specification or is unique to this project and will not be found in the Standard Specifications.

Deletion: This Section is deleted in its entirety.

Standard Details

A document of specific plans or drawings developed and adopted by the City of Auburn, Department of Public Works which show frequently recurring components of work that have been standardized for use.

Standard Plans

A manual of specific plans or drawings developed, adopted and titled “Standard Plans (M21-01) for Road, Bridge and Municipal Construction” prepared by the Washington State Department of Transportation and the American Public Works Association, current edition;

Standard Specifications

The Standard Specifications for Road, Bridge and Municipal Construction, 2016 (English) edition as issued by the Washington State Department of Transportation, hereinafter referred to as the “Standard Specifications”.

Supplemental Drawings and Instructions

Additional instructions by the Engineer at the request of the Contractor by means of drawings or documents necessary, in the opinion of the Engineer, for the proper execution of the work. Such drawings and instructions are consistent with the Contract Documents.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 PREQUALIFICATION OF BIDDER Replacement

Delete this Section and replace it with the following:

1-02.1 QUALIFICATIONS OF PROPOSER

(April 2016, City of Auburn)

Proposers shall be qualified by experience, and key personnel to do the work called for in the Contract Documents. The Contracting Agency reserves the right to take whatever action it deems necessary to ascertain the ability of the proposer to perform the work satisfactorily.

(April 2016, City of Auburn)

The proposer shall fill out and sign the Proposer’s Qualification Sheet, Comparable Construction Experience, Projects \$50,000 to \$150,000, Comparable Construction Experience, Projects \$150,000 to \$350,000, Key Personnel, Project Manager, and Key Personnel, General Field Superintendent contained in the “Bid Proposal Package” of this document. These forms must be completed and submitted with the bid.

1-02.2 PLANS AND SPECIFICATIONS Replacement

(April 2016, City of Auburn)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will be found in the Request for Proposals for the Contract.

After award of the Contract, Job Order Proposal Packages will be issued to the Contractor at no cost.

1-02.3 ESTIMATED QUANTITIES Delete

1-02.4 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK Supplement

(April 2016 City of Auburn)

1-02.4(1) GENERAL Supplement

Minor variations and miscellaneous items may not be indicated in the Job Order Package. Contractors shall examine the individual Job Order sites, become familiar with all conditions, and determine the difficulties and work involved. The Contractor shall accept the site in the condition existing at the time of the award of an individual Job Order.

1-02.4(2) SUBSURFACE INFORMATION Supplement

(March 8, 2013 APWA GSP)

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

The Summary of Geotechnical Conditions and the boring logs, if and when included with a Job Order, shall be considered as part of the Contract.

(April 2016, City of Auburn)

Because of the varying soil composition and ground water levels encountered in various areas and at different seasons of the year, the City of Auburn makes no representation of such conditions as they may pertain to any Job Order under this Contract. The Contractor shall be responsible for any and all cribbing, sheet piling, de-watering, or other construction methods or procedures, which may be necessary to complete a Job Order and additional compensation will not be allowed, unless otherwise specified in this document.

1-02.5 PROPOSAL FORM Replacement

(April 2016, City of Auburn)

Delete this section and replace it with the following:

The Adjustment Factor Proposal Form provides a table listing the required Adjustment Factors to be bid. The proposer shall complete spaces on the proposal form that call for, but are not limited to, proposed Adjustment Factors; the total amount of each Adjustment Factor multiplied by the Multiplier; the sum of the total amounts used to determine the lowest proposed price; signatures; date; acknowledgment of addenda; the proposer's name, address, telephone number, and signature; 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.

(April 2016, City of Auburn)

Prospective proposers may obtain Bid Documents and a "Bid Proposal Package" for the advertised Contract using the process specified in the "Request for Proposals".

1-02.6 PREPARATION OF PROPOSAL Supplement/Revision

(April 2016, City of Auburn)

Replace the second paragraph with the following:

All figures shall be in legible figures (not words) written in ink or typed.

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

Delete the fourth paragraph.

Delete the fifth paragraph.

Delete the sixth paragraph.

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

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

A proposal 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 proposal by a partnership shall be executed in the partnership name, and signed by a partner.

1-02.7 BID DEPOSIT

Revision/Supplement

(April 2016, City of Auburn)

This section is revised as follows:

The first sentence of the first paragraph is deleted and replaced with the following:

A deposit of at least \$25,000 shall accompany each Bid.

The third and fourth sentences of the first paragraph are deleted.

The last Paragraph is deleted and replaced with the following:

The failure to furnish a Bid deposit of a minimum of \$25,000 with the Proposal shall make the Proposal nonresponsive and shall cause the Proposal to be rejected by the Contracting Agency.

(April 2016, City of Auburn)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the Contract;
2. Name of the Contract;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated as a dollar figure;
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.

1-02.9 DELIVERY OF PROPOSAL

Replacement

(April 2016 City of Auburn)

Delete this section and replace it with the following:

The City will not consider proposals it receives after the time fixed for receipt of the Bid Proposal Package as specified in Section 1-02.12 (Public Opening of Proposals).

Executed "Bid Proposal Package" documents shall be submitted in a sealed envelope provided by the Proposer, to the following address:

Office of the City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

The sealed envelope shall be plainly marked with the Proposer's firm name, return address and telephone number, and in the lower left hand corner marked with "Sealed Proposal for Contract «projectnum», «proj_name»; opening «bid_time» <<«pdt_or_pst»>> on «bid_day_month_date_year»".

Proposals sent by mail shall be sealed in a second envelope, also addressed and marked as stated above.

1-02.10 WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL Replacement
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.11 COMBINATION AND MULTIPLE PROPOSALS Delete
(April 2016, City of Auburn)

Delete this section

1-02.12 PUBLIC OPENING OF PROPOSALS Delete
(April 2016 City of Auburn)

Delete this Section

1-02.13 IRREGULAR PROPOSALS Replacement
(April 2016, City of Auburn)

Delete this section and replace it with the following:

1. A proposal will be considered irregular and will be rejected if:

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- a. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - b. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - c. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - d. The Proposal form is not properly executed;
 - e. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - f. More than one proposal is submitted for the same contract from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. Receipt of Addenda is not acknowledged;
 - b. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same contract (in such an instance, both Bids may be rejected); or
 - c. If Proposal form entries are not made in ink.

1-02.14 DISQUALIFICATION OF BIDDERS Replacement

(April 2016 City of Auburn)

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 either RCW 39.04.350(1) or ACC 3.12, as amended.

As evidence that the Bidder meets the mandatory bidder responsibility criteria, when requested, 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 either RCW 39.04.350(1) or ACC 3.12 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.

1-03.4 CONTRACT BOND

Supplement/Revision

(January 2015 City of Auburn)

Supplement this section with the following:

The “Contract Bond” shall remain in force for one year following the “Completion Date” of the Contract to insure Contract defects during the one-year guarantee period in compliance with Section 1-05.10 (Guarantees).

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for one million dollars (\$1,000,000.00). 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).

1-03.5 FAILURE TO EXECUTE CONTRACT

Revision

(April 2016, City of Auburn)

Replace the second and third sentences with the following:

If this should occur, the Contracting Agency may then Award the Contract to the second highest scored Proposer or reject all remaining Bids. If the second highest scored Proposer fails to return the required documents as stated above within the time provided after Award, the Contract may then be awarded successively in a like manner to the remaining Proposers until the above requirements are met or the remaining Proposals are rejected.

1-03.7 JUDICIAL REVIEW Replacement

(July 23, 2015 APWA GSP)

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of King County, Washington.

1-03.8 CITY DETERMINATION New Section

(April 2007 City of Auburn)

The City reserves the right to determine the following.

1. Whether a proposal is irregular under the terms of Section 1-02.13,
2. Whether a bidder is not responsible under Section 1-02.14,
3. Whether any aspect of the bidding constitutes an informality that may be waived, and
4. Whether any submittal from a bidder or contractor conform to the requirements of Division 1.

1-04 SCOPE OF THE WORK

1-04.1(1) BID ITEMS INCLUDED IN THE PROPOSAL DELETE

(April 2016, City of Auburn)

Delete this section.

1-04.1(2) BID ITEMS NOT INCLUDED IN THE PROPOSAL DELETE

(April 2016, City of Auburn)

Delete this section.

1-04.2 COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS AND ADDENDA Revision

(April 2016 City of Auburn)

The first sentence of the first paragraph is deleted and replaced with the following:

The complete Contract includes these parts: The Contract, the Adjustment Factor Proposal Form, Job Orders, Contract Plans, Job Order Contracting Special Provisions, Contract Provisions, Standard Specifications, *Standard Plans*, Addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any), the Construction Task Catalog[®] and Technical Specifications.

The second paragraph is deleted and replaced with the following:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 3, 4, 5, 6, and 7; 2 presiding over 3, 4, 5, 6, and 7; and so forth):

1. Addenda;
2. Adjustment Factor Proposal Form;
3. Job Order Contracting Special Provisions
4. General Special Provisions, Division 1 (WSDOT/APWA Format);
5. Technical Special Provisions, Divisions 2 – 9 (WSDOT/APWA Format);
6. Construction Task Catalog
7. Special Provisions Appendix;
8. Job Orders, Including the Detailed Scope of Work;
9. Technical Specifications (CSI Format)

10. City of Auburn Standard Details;
11. Work Zone Traffic Control Guideline, WSDOT, latest edition;
12. WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction;
13. Standard Plans (M21-01) for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation, current edition;
14. Manual on Uniform Traffic Control Devices for Streets and Highways, current edition; and
15. American Water Works Association Standards, current edition.

The first sentence of the fourth paragraph is deleted.

1-04.3(1) **CONTRACTOR-DISCOVERED DISCREPANCIES** New Section

(April 2016 City of Auburn)

Upon receipt of award of contract and issuance of a Job Order, the Contractor shall carefully study and compare all the components of the Contract Documents and other instructions, and check and verify all field measurements. The Contractor shall, prior to ordering material or performing work, report in writing to the Engineer any error, inconsistency, or omission in respect to design or mode of construction. If the Contractor, in the course of this study or in the accomplishment of the work, finds any discrepancy between the Detailed Scope of Work and the physical condition of the locality as represented in the Detailed Scope of Work, or any such errors or omissions in respect to the design or mode of construction in the Detailed Scope of Work or in the layout as given by points and instructions, it shall be the Contractor's duty to inform the Engineer immediately in writing, and the Engineer will promptly do the same. Any work done after such discovery, until correction of the Detailed Scope of Work or authorization of extra work is given, if the Engineer finds that extra work is involved, will be done at the Contractor's risk. If extra work is involved, the procedure shall be as provided in Section 1-04.4 (Changes) of the Standard Specifications.

1-04.3(2) **REQUEST FOR INFORMATION (RFI)** New Section

(February 2015, City of Auburn)

Requests for Information (RFI's), shall be made electronically and shall be transmitted via e-mail to PWSubmittals@auburnwa.gov. The e-mail subject line of electronic RFI's

shall include the following: <<<Project Number>>>, <<<Project Name>>> - <<<RFI Title>>>. Each e-mail shall be limited to 7 MB's in size.

All RFI's shall accompany the City of Auburn "CIP Construction Request for Information" (RFI) form as a cover letter with enough information provided for the Engineer to respond accordingly. The time required to evaluate and review RFI's is not the same for all RFI's. The Contractor shall allow a minimum of 10 (ten) calendar days, unless otherwise noted, for the Engineer to respond.

1-04.4 CHANGES Delete

(April 2016, City of Auburn)

Delete this section.

1-04.6 VARIATIONS IN ESTIMATED QUANTITIES Delete

(April 2016, City of Auburn)

Delete this section.

1-04.11 FINAL CLEANUP Supplement

(April 2006 City of Auburn)

Final cleanup shall also include cleaning out all storm drain pipe and structures and any ditches that may have been filled during the work, replacing damaged surfacing, and putting the site in a neat, orderly condition and, in respect to structures, cleaning all windows and leaving buildings broom clean.

1-05 CONTROL OF WORK

1-05.3 WORKING DRAWINGS Supplement

1-05.4 CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES Revision/Supplement

(August 2015 City of Auburn)

Revise the second sentence of the second paragraph to read:

The allowable tolerance for the Contractor's work shall not exceed 0.02 feet from lines, grades, depths and cross-sections shown on the Plans or as established by the Engineer unless otherwise specified in these contract documents.

Supplement this section with the following:

Roadway and Utility Surveys

(July 23, 2015 APWA GSP, Option 1)

Unless otherwise specified, the Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

1. Slope stakes for establishing grading;
2. Curb grade stakes;
3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

On alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade.

(May 2015 City of Auburn)

The Contractor shall inform the Engineer at least three (3) working days in advance where they intend to work, thus enabling the Engineer to set the engineering control point, lines, and grades with a minimum of delay and interference. The Engineer may require additional advance notice dependent upon survey requirements and scheduling.

Delays caused by lack of stakes or as a result of the Contractor failing to be specific when requesting survey staking shall not be the basis for additional time or claims for additional compensation by the Contractor.

Bridge and Structure Surveys

(July 23, 2015 APWA GSP, Option 2)

For all structural work such as bridges and retaining walls, the Contractor shall retain, as a part of Contractor's organization, an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control, which will be provided by the Engineer:

1. Centerline or offsets to centerline of the structure.
2. Stations of abutments and pier centerlines.
3. A sufficient number of bench marks for levels to enable the Contractor to set grades at reasonably short distances.
4. Monuments and control points as shown in the Plans.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points provided by the Engineer. Survey work shall be within the following tolerances:

Stationing	±0.01 foot
Alignment	±0.01 foot (between successive points)
Superstructure Elevations	±0.01 foot (from plan elevations)
Substructure Elevations	±0.05 foot (from plan elevations)

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

1-05.4(1) RECORD CONSTRUCTION DRAWINGS New Section

(February 2016 City of Auburn)

The following requirements are intended to provide the project Contractor with the information necessary to furnish the City with satisfactory record construction drawings:

1. The Contractor shall be responsible for tracking all relevant field changes to the approved construction drawings. These changes shall be clearly identified in red ink in a comprehensive manner on one set of full size Plans to be known as the "Record Construction Drawings".

2. The Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. The Record Drawings shall be kept on site, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review when such meetings are included in the Contract.
3. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.
4. The record construction drawings shall identify all existing or abandoned utilities that were encountered during construction that were not shown on the approved construction drawings.
5. The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:
 - Actual dimensions, arrangement, and materials used when different than shown in the Plans.
 - Changes made by Change Order or Field Directive.
 - Changes made by the Contractor as approved by the Engineer.
 - Accurate locations of storm drainage, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

The record construction drawings shall identify all deviations from the approved construction drawings as follows:

Sanitary Sewer

Manholes:

Type/size of structure
Location to the nearest 1-foot horizontal
Rim elevations to the nearest 0.1-foot vertical
Invert elevations to the nearest 0.1-foot vertical
Pipe sizes to the nearest 1-inch inside diameter

Pipes:

Type of pipe
Location to the nearest 1-foot horizontal
Length between structures to the nearest 1 foot
Slopes based on invert elevations

Pipe sizes to the nearest 1-inch inside diameter

Side Sewers:

Type of pipe

Location from reference manhole to the nearest 1 foot horizontal and consistent with the TV report

Location to the nearest 1-foot horizontal

Length between structures to the nearest 1 foot

Slopes based on the constructed invert elevations

Invert elevations at right-of-way lines to the nearest 0.5-foot vertical

Storm Drainage

Manholes/Catch Basins:

Type/size of structure

Location to the nearest 1-foot horizontal

Rim elevations to the nearest 0.1-foot vertical

Invert elevations to the nearest 0.1-foot vertical

Pipe sizes to the nearest 1-inch inside diameter

Pipes:

Type of pipe

Location to the nearest 1-foot horizontal

Length between structures to the nearest 1-foot

Slopes based on the constructed invert elevations

Pipe sizes to the nearest 1-inch inside diameter

Water

Pipes:

Type of pipe and joints

Deflection of bends to the nearest 1 degree

Location to the nearest 1-foot horizontal

Location to the nearest 0.5-foot vertical between valves at 50-foot stations and intersection with other utilities

Length between valves to the nearest 1 foot

Pipe sizes to the nearest 1-inch inside diameter

Valves, Hydrants, Blowoffs, Air Vacs, and PRV's:

Type of facility

Location to the nearest 1-foot horizontal

Meters and Services:

Type of service material

Location of service line to the nearest 1-foot horizontal

Meter location to the nearest 1-foot horizontal

Meter sizes to the nearest 1/4-inch in diameter

Streets

Public Streets:

Centerline elevations to the nearest 0.1-foot vertical at 100-foot stations

Centerline slopes and vertical curve data based on the constructed centerline elevations

Gutterline elevations to the nearest 0.1-foot vertical (if not a standard crown section)

Gutterline slopes and vertical curve data based on the constructed gutterline elevations (if not a standard crown section)

Driveway and Sidewalk:

Type of driveway (commercial or residential section)

Centerline driveway location to the nearest 1-foot horizontal

Driveway width to the nearest 1-foot horizontal

Sidewalk width to the nearest 1-foot horizontal

Channelization:

Type of buttons, reflectors, and curbs

General layout location to the nearest 1-foot horizontal

Signing:

Type of signs

Location of signs to the nearest 1-foot horizontal

Illumination:

Location of luminaries, junction boxes and service cabinets to the nearest 1-foot horizontal

Signalization:

Location of signal poles, junction boxes, service cabinets, and controllers to the nearest 1-foot horizontal

6. At the time the Contractor transmits the comprehensive redline Record Construction Drawings to the City, they shall certify that said drawings are in conformance to the above-referenced requirements and are an accurate depiction of built conditions;
7. The City shall receive and approve the Contractor's certified "Record Construction Drawings" as specified herein prior to achieving physical completion.

These Record Construction Drawings shall be kept current during the course of construction by the Contractor and be available for review upon request by the Engineer. If Record Construction Drawings are not kept current on a weekly basis, the City may, at its

discretion, withhold progress payments until such time as the Record Construction Drawings are updated to reflect current construction changes as required above.

No measurement or payment will be made to complete the Record Construction Drawings and their development shall be considered incidental to the Contract and included in the Contractor's adjustment factors.

1-05.7 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK Supplement

(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 costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and 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.

1-05.10 GUARANTEES Supplement

(September 2013 City of Auburn)

The work performed under these Contract Documents shall be guaranteed for a period of one year beyond the "Job Order Completion Date" thereof against defective materials, equipment, and workmanship and shall also include the landscape establishment required in the Contract per Section 8-02.3(13) (Plant Establishment). Upon receipt of notice from the City of failure of any part of the material, equipment or workmanship during the guarantee period, the affected part or parts shall be replaced with new materials or equipment by, and at the expense of, the Contractor. This guarantee shall be bonded in compliance with Section 1-03.4 (Contract Bond).

The Contractor shall be available approximately sixty (60) calendar days prior to the expiration of the one-year guarantee period to tour the project, with the Engineer, in support of the Engineer's effort to establish a list of corrective work required under the one-year guarantee. Upon the receipt of written notice of such required corrective work, the Contractor shall pursue vigorously, diligently, and without unauthorized interruption of the City Facilities, the work necessary to correct the items listed.

1-05.11 FINAL INSPECTION Replacement

Delete the entire Section and replace with the following:

1-05.11 FINAL INSPECTIONS AND OPERATIONAL TESTING

1-05.11(1) SUBSTANTIAL COMPLETION DATE

(March 2016, City of Auburn)

Substantial Completion Date shall refer to the Job Order Physical Completion Date.

1-05.11(2) FINAL INSPECTION AND PHYSICAL COMPLETION DATE

(October 1, 2005 APWA GSP)

When the Contractor considers the work for a Job Order 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 job order work was considered physically complete. That date shall constitute the Job Order 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

(October 1, 2005 APWA GSP)

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 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.

1-05.12 FINAL ACCEPTANCE Revision/Supplement

(April 2006 City of Auburn)

In Section 1-05.12 (Final Acceptance), all references to "Final Contract Voucher Certification" shall be deleted and replaced with "Final Pay Estimate".

(February 2015 City of Auburn)

Revise the first sentence of the first paragraph to read:

The Contractor must perform all the obligations under the Contract before a Completion Date can occur.

(March 2016 City of Auburn)

Supplement this section with the following:

Final Acceptance and Contract Completion Date as referred to in this section, shall also refer to Job Order Final Acceptance and Job Order Complete Date, except that Job Order Final Acceptance and Job Order Completion Date apply only to a specific Job Order and not to the entire Contract. Final Acceptance and Contract Completion will not be established for the Contract until Job Order Final Acceptances have been issued and Job Order Completion dates established for all Job Orders assigned under the Contract.

1-05.13 SUPERINTENDENTS, LABOR, AND EQUIPMENT Of CONTRACTOR Revision

(September 2013, City of Auburn)

Revise the seventh paragraph to read:

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

1-05.14(1) COOPERATION WITH OTHERS New Section

(August 2015 City of Auburn)

Should the Engineer determine that a property owner, a utility company or the City has adequate reason to avoid access closure, sewer or water shutoff at the time scheduled, the Contractor shall reschedule their work to meet the new conditions.

1-05.15 METHOD OF SERVING NOTICES Revision

(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-mail's 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 New Section

(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, or unless provided for otherwise in these Special Provisions.

1-05.17 ORAL AGREEMENTS New Section

(January 2015 City of Auburn)

No oral agreement, conversation, or electronic mail (e-mail), excluding electronic submittals outlined in Section 1-06 (Control of Material) and Requests for Information outlined in Section 1-04.3(1) (Request for Information (RFI)), with any officer, agent, or employee of the City, 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, conversation, or e-mail shall be considered as unofficial information and in no way binding upon the City, unless subsequently put in writing AND signed by the City.

1-06 CONTROL OF MATERIAL

1-06.1 APPROVAL OF MATERIALS PRIOR TO USE Supplement

1-06.1(2) REQUEST FOR APPROVAL OF MATERIAL (RAM) Revision

(August 2014 City of Auburn)

References to the WSDOT Form 350-071 are revised to read the City of Auburn "Request for Submittal Approval" (RSA) form.

1-06.1(4) FABRICATION INSPECTION EXPENSE Deletion

(June 27, 2011 APWA GSP)

Delete this section in its entirety.

1-06.7 SUBMITTALS New Section

(October 2014 City of Auburn)

This section applies to all items that are required to be submitted to the Engineer for review, approval, and acceptance, including, but not limited to:

- Non-Material Submittals (i.e haul routes, Traffic Control Plans (TCP's), requests for substitution, breakdown of lump sum items, schedules, road closure requests,

material product samples, color palettes or swatches, warranty documentation, Operations and Maintenance (O&M) manuals, Spill Prevention, Control, and Countermeasure (SPCC) Plan, Stormwater Pollution Prevention (SWPP) Plan, schedule of submittals, etc.);

- Material Submittals (i.e. Request for Approval of Material (RAM) or Request for use of an item on the WSDOT Qualified Product List (QPL)); and
- Material Acceptance Documentation (i.e. Certification of Material Origin (CMO), Manufacturer's Certificate of Compliance (MCC), miscellaneous certificates of compliance, mill and test reports, Catalog Cuts, Shop Drawings, Visual Acceptance, Reduced Acceptance Criteria, Sampling and Testing, etc.).

1-06.7(1) SUBMITTAL TRANSMITTAL PROCEDURES

(August 2014, City of Auburn)

Except as specified otherwise in the Contract Documents, all submittals shall be made electronically and shall be transmitted via e-mail to PWSubmittals@auburnwa.gov. The e-mail subject line of electronic submittals shall include the following: <<<Project Number>>>, <<<Project Name>>> - <<<Submittal Title>>>. Each electronic email shall be limited to 7 MB's in size. All electronic submittals shall be clear, sharp high contrast electronic files in Word 2007, Excel 2007 or PDF formats.

The Contractor may request to produce all submittals in hardcopy format instead of electronic format. Such requests shall be made in writing and include an explanation of why the Contractor is requesting to make hardcopy submittals. It will be at the Engineer's sole discretion whether the request to submit hard copy submittals is approved and no additional compensation or time extension shall be granted in relation to the Engineer's decision.

Hardcopy submittals shall be either mailed to the City of Auburn Community Development and Public Works Department at 25 West Main St, Auburn, WA 98001 or dropped off at the City of Auburn Customer Service Center located on the 2nd floor of the One East Main St, Auburn WA 98001 building.

1-06.7(1)A REQUEST FOR SUBMITTAL APPROVAL (RSA) FORM

(October 2014, City of Auburn)

All submittals indicated in Section 1-06.7 (Submittals) shall accompany a City of Auburn "Request for Submittal Approval" (RSA) form as a cover letter. The RSA form is a writable Portable Document Format (PDF) form and shall remain writable until the City returns the signed reviewed submittal. Any submittals made without this form or without all of the required information on the form filled out by the Contractor shall be rejected without review. No additional compensation or time extension shall be granted for a Contractor not supplying this form as a cover letter for their submittals or for an improperly filled out form.

The RSA form shall be completed by the Contractor as follows:

1. For any item being submitted to the City for review and approval for the first time, check the "New Submittal" box. The City will assign the item a submittal number. For items that have been previously submitted and require a re-submittal, check the "Re-submittal of No. ____" box and fill in the submittal number that was assigned by

the City to the original submittal. For submittals that are providing Material Acceptance Documentation for a submittal that has been previously made, the Contractor shall check the “Material Acceptance Documentation for Submittal No. ___” box and fill in the submittal number that was assigned by the City for which the Contractor is supplying the acceptance documentation for.

2. Fill in the Contract Number (I.E. ## - ##) and Contract/Project Name;
3. Fill in the Project Identifying Number (I.E. CP#####);
4. Fill in the Date the Submittal was transmitted to the City;
5. Provide the Contractor’s name and, if applicable, the name of Subcontractor or supplier who prepared the submittal;
6. The Contractor is strongly encouraged to submit only one material or item per RSA form, however if more than one material or item is listed on the form then provide a General Submittal Title that is applicable to the group. If only one material or item is submitted on the form then provide the same name described in bullet point number 8 for the General Submittal Title. Do not group non-like materials or items on the same form;
7. When applicable, provide the Bid Item number the submittal is referencing;
8. Provide a submittal description (be specific). For material submittals, provide the Type of Material, the Manufacturer’s Product/Type, or the trade name of the product;
9. When applicable, provide the Name and the Location of the Fabricator or the Manufacturer’s name or the Pit Number. This should be the actual manufacturer, not the supplier or distributor,
10. Provide the Contract Specification section number(s) or the page number the submittal material is referencing, or you can list the Plan Sheet number; and
11. For material submittals, indicate whether the submittal is requesting use of the WSDOT Qualified Product List (QPL) or if the submittal is a Request for Approval of Material (RAM) that is not in the QPL, by checking the appropriate box. For non-material submittals and for material acceptance documentation these boxes shall be left blank. If the Contractor elects to use a product listed in the QPL, the submittal documentation shall be prepared in accordance with the instructions in the WSDOT QPL program and shall be the most current list available at the time the product is proposed to be used. If the Contractor elects not to use the QPL or if the material is not listed in the QPL, then supporting documentation for the RAM shall be submitted for review and approval per Section 1-06.7(1)B (Request for Approval of Material (RAM) Submittal Content).

1-06.7(1)B REQUEST FOR APPROVAL OF MATERIAL (RAM) SUBMITTAL CONTENT

(August 2014, City of Auburn)

This Section covers content for Requests for Approval of Material (RAM). RAM submittals shall include the following, where applicable:

1. Each submittal shall include all of the items and materials required for a complete assembly, system or Specification Section.

2. Submittals shall contain all of the physical, technical and performance data required by the specifications or necessary to demonstrate conclusively that the items comply with the requirements of the Contract Documents.
3. Include information on characteristics of electrical or utility service required and verification that such requirements have been coordinated with service provided by the work and by other interconnected elements of the work.
4. Provide verification that the physical characteristics of items submitted, including size, configurations, clearances, mounting points, utility connection points and service access points, are suitable for the space provided and are compatible with other interrelated items that are existing or have or will be submitted.
5. Label each Product Data submittal with the information required in this Section. Highlight or mark every page of all Product Data submittals to show the specific items being submitted and all options included or choices offered.
6. Label each Shop Drawing and Sample with the information required in this Section. Highlight or mark every page of every copy of all Product Data submittals to show the specific items being submitted and all options included or choices offered.
7. Additional requirements for submittals are contained in the Technical Specification sections.
8. Designation of work as Not in Contract (NIC) or “by others” shown on the Shop Drawings, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who has prepared the Shop Drawings.

A separate letter explaining deviations shall accompany any submittal(s) that contain deviations from the requirements of the Contract Documents. The Contractor’s letter shall:

1. Cite the specific Contract requirement, including the Specification Section and paragraph number, for which approval of a deviation is sought.
2. Describe the proposed alternate material, item or construction and explain its advantages and/or disadvantages to the City.
3. State the reduction in Contract Price, if any, that is offered to the City.

1-06.7(1)C SHOP DRAWINGS, PRODUCT SAMPLES, AND OPERATION AND MAINTENANCE MANUALS

(August 2014, City of Auburn)

This section covers Shop Drawings, Product Samples, Color Swatches, and Operation and Maintenance (O&M) Manuals that are required to be submitted in hard copy format for review and approval.

1. Shop Drawings: Submit 3 (three) copies, one (1) of which will be marked, stamped and returned to the Contractor. Shop Drawings shall be The

Contractor is responsible for making and distributing the required number of additional copies of the City returned hardcopy submittals to its superintendent, subcontractors and suppliers.

2. Product Samples and Color Swatches/Palettes: Unless stated otherwise in each individual specification section referencing a product where a sample is requested, the Contractor shall submit 3 (three) labeled product sample(s) or 3 (three) set of manufacturers' full range of colors and finishes as ordered by the Engineer and at no additional cost to the Contracting Agency. Product samples or manufacturer color swatches/palettes will not be returned to the Contractor.
3. O&M Manuals: Submit 3 (three) copies, one (1) of which will be marked, stamped and returned to the Contractor. The Contractor is responsible for making and distributing the required number of additional copies of the City returned hardcopy submittals to its superintendent, subcontractors and suppliers. Submit one (1) copy of each O&M Manual electronically on CD. CD copies of O&M Manuals will not be returned to the Contractor.

1-06.7(1)D ENGINEER'S SUBMITTAL REVIEW

(October 2014, City of Auburn)

Submittals will be reviewed and approved by the Engineer per the following:

- For all Non-Material Submittals, the Engineer will mark the RSA form with one of the 'Submittal Approval Codes' listed under column 'A' on the form.
- For Material Submittals requesting the use of the QPL, the Engineer will mark the RSA form with the appropriate QPL approval code found on the QPL form. The QPL approval code is represented by a four (4) digit number.
- For Material Submittals requesting a RAM, the Engineer will mark the RSA form with one of the 'Material Acceptance Codes' listed under column 'B' on the form. If a RAM is submitted for a material that is found on the QPL, the Engineer may mark the RAM with the appropriate QPL code for that material.
- For Material Acceptance Documentation, the Engineer will mark the RSA form with one of the 'Submittal Approval Codes' listed under column 'A' on the form.

The City will return an electronic signed copy of each reviewed submittal to the Contractor at the email address on record with the City. The Contractor is responsible for distributing the electronic copies or making the required number of hard copies of City returned submittals to its superintendent, subcontractors and suppliers.

1-06.7(1)E SUBMITTAL APPROVAL AND ACCEPTANCE CODES

(August 2014, City of Auburn)

This section covers the definitions of the 'Submittal Approval' codes and 'Material Acceptance' codes found on the RSA form.

Submittal Approval Codes will indicate:

1. “NET” (NO EXCEPTIONS TAKEN) – The submittal is approved subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
2. “MCN” (MAKE CORRECTIONS NOTED (NO RESUBMISSION REQUIRED) – The submittal is approved subject to minor corrections that shall be made by the Contractor and subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission. No resubmission is required.
3. “AR” (AMEND AND RESUBMIT) – The submittal is rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent submittal. An amended resubmission is required.
4. “RR” (REJECTED – RESUBMIT) – The submittal does not conform to the Contract Plans and Specifications in major respect. A new submission is required.
5. “NR” (NOT REVIEWED) – The submitted information is not required on project and was not reviewed by the Engineer.

The ‘Material Acceptance Code’ will indicate the required documentation for the material to be accepted for use on the project:

- Code 1. Acceptance based upon a “Satisfactory” Test Report for samples of materials to be incorporated into project for acceptance – Material is approved and requires certified testing for acceptance.
- Code 2. Submit a Manufacturer’s Certificate of Compliance (MCC) for “Acceptance” prior to use of material – Material is approved and requires an MCC for acceptance.
- Code 3. Submit Catalog Cuts for acceptance prior to use of material – Material is approved and requires a catalog cut(s) prior to acceptance.
- Code 4. Submit Shop Drawings for “Approval” prior to fabrication of material – Material requires approved shop drawing(s) for acceptance.
- Code 5. Only “Approved for Shipment,” “WSDOT Inspected,” or “Fabrication Approval decal” material shall be used. (*Federal Projects Only*)- Fabricated material that requires a WSDOT inspected stamp or marking for acceptance.
- Code 6. Submit a Certificate of Materials Origin (CMO). (*Federal Projects Only*)- Iron or steel material and requires a CMO for acceptance.
- Code 7. N/A – This code is not used for material acceptance.
- Code 8. Source Approved: - Material may be proprietary. Material requires a visual inspection upon arrival to the job site for acceptance.
- Code 9. Approval Withheld: Submit samples for preliminary evaluation. – Material approval is withheld pending review of product samples or manufacturer’s color palettes.
- Code 10. N/A – This code is not used for material acceptance.

Code 11. Miscellaneous Acceptance Criteria: - Material is approved and conditionally accepted as noted.

Code 12. LAG – Approved Catalog Cut Documented with: Mfg. Cert. of Comp. Visual Inspection - Material is approved with a Catalog Cut and requires either a Manufacturer’s Certificate of Compliance or a Visual Inspection for acceptance.

When a material is marked as approved, it does not necessarily constitute acceptance of the material for incorporation into the work. All of the additional acceptance actions, as noted on the RSA form or on the QPL must be completed prior to the material being accepted for use.

Change orders or force account work requires the same material approval and acceptance as any other bid item.

1-06.7(2) SCHEDULE OF SUBMITTALS

(March 2016, City of Auburn)

Within one (1) working day prior to the preconstruction conference, the Contractor shall submit a preliminary Schedule of Submittals per Section 1-08.0(1) Preconstruction Conference. The Schedule of Submittals shall include the intended dates for which each submittal required by the Contract Documents will be made. The Schedule of Submittals must be accepted prior to payment. Identify the items that will be included in each submittal by listing the item or group of items and the specification section and paragraph number under which they are specified. Indicate whether the submittal is required for product review of proposed equivalents, Shop Drawings, Product Data or Samples or required for product information only. It is the Contractors responsibility to anticipate and provide all submittals required for the project.

The time required to evaluate and review requests for submittals is not the same for all submittals. The Contractor shall allow a minimum of 10 (ten)calendar days, unless otherwise noted, for the Engineer’s review. The Contractor shall also allow adequate time for manufacturer delivery at the construction site without causing delay to the work. All submittals shall be in accordance with the approved Schedule of Submittals. Submittals shall be made early enough to allow for unforeseen delays such as:

1. Failure to obtain favorable review because of inadequate or incomplete submittal or because the item submitted does not meet the requirements of the Contract Documents.
2. Delays in manufacture.
3. Delays in delivery.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 LAWS TO BE OBSERVED Revision/Supplement

(January 4, 2016 WSDOT Amendment)

In the second to last sentence of the third paragraph, “WSDOT” is revised to read “Contracting Agency”.

(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, for 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 STATE TAXES

Replacement

(June 27, 2011 APWA GSP)

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

1-07.2 STATE TAXES

The Washington State Department of Revenue has issued special rules on the State sales tax. Section 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.

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).

1-07.5(5) CITY OF AUBURN REQUIREMENTS **New Section**

(April 2006 City of Auburn)

The following list represents a portion of City of Auburn Code requirements dealing with the preservation of public natural resources that affect or are affected by the proposed work. Copies of applicable code are available in the City Clerk's office at City Hall, 25 West Main Street, Auburn, Washington. The City recommends that bidders review such materials before submitting sealed proposals.

City of Auburn Code – Section 8.28: Defines general noise nuisances prohibited in the City of Auburn.

City of Auburn Code – Sections 14, 16, 17, 18: Reviews types of permits required for grading, landfills, mining, excavation, utility extension, building and all associated permits. Requirements of City Code and the most current edition of the Uniform Building Code adopted by the City apply in all cases. Permit applications are reviewed by the Planning Department, Building Division and/or Engineering Division.

City of Auburn Code – Section 18.62: Permitting required for all mine-related activities (including asphalt or concrete batching, rock crushing, and transportation to and from a mine). Permit applications are reviewed by the Planning Department.

1-07.6 PERMITS AND LICENSES

Supplement

(April 2006 City of Auburn)

The Contractor shall become familiar with all permits and licenses to be obtained and shall insure that all their requirements are met. All required permits and licenses shall be obtained and paid for by the Contractor.

1-07.9 WAGES

Supplement

(April 2006 City of Auburn)

Inasmuch as the Contractor will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates, before submitting bids based on these Contract Documents.

Upon request, the Industrial Statistician, Prevailing Wage, Department of Labor and Industries, PO Box 44400, Olympia, WA 98504-4850, (360.902.5316) will furnish additional current prevailing wage data.

Prior to payment, the Contractor shall file a statement under oath with the City and with Labor and Industries certifying the rate of hourly wage paid, and to be paid, each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or subcontractor which shall be not less than the prevailing rate of wage (Statement of Intent to Pay Prevailing Wage). Such statement and any supplemental statements, which may be necessary, shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

All costs associated with Washington State Public Works Statute RCW 39.12, regarding fees charged by the Department of Labor and Industries for approval of “Statements of Intent to Pay Prevailing Wages” and the certification of “Affidavits of Wages Paid” shall be paid by the Contractor and shall be considered incidental to the Contract and no additional compensation will be made.

Pay Estimates will not be processed for payment until the Contractor and all Subcontractors have completed a “Statement of Intent to Pay Prevailing Wages”. Retainages will not be released until all “Affidavits of Wages Paid” have been certified by the Industrial Statistician and releases received from the Department of Revenue, the Department of Employment Security and the Department of Labor and Industries.

1-07.11(2) CONTRACTUAL REQUIREMENTS Supplement

(April 2006 City of Auburn)

All contractors, subcontractors and vendors engaged in business with the City of Auburn shall comply with the following guidelines:

- A. All contractors, subcontractors and vendors who have 50 or more employees and have contracts with the City of Auburn totaling more than \$50,000 annually shall comply with the provisions of Executive Order 11246, as amended, the implementing regulations of 41 CFR Chapter 60, and all other related federal and state laws.

The City can provide language pertaining to its non-discrimination policy on purchase orders, contracts and other relevant information.

- B. All federal and federally-assisted construction contracts and subcontracts with the City of Auburn exceeding \$10,000 annually are expected to comply with the provisions of Executive Order 11246, as amended, the implementing regulations of 41 CFR Chapter 60, and all other related Federal and State laws.

The City will not knowingly do business with any bidder, contractor, subcontractor, or vendor whose employment practices are discriminatory and not in compliance with applicable laws and regulations. The City reserves the right to determine the Contractor's, Subcontractor's, or Vendor's normal employment practices, and will take whatever action it considers appropriate should discriminatory employment practices be discovered.

1-07.13(2) RELIEF OF RESPONSIBILITY FOR COMPLETED WORK Replacement

(February 2016 City of Auburn)

This Section is deleted and replaced with the following:

Unless stated otherwise in the Contract, the Contractor shall bear the risk of loss or damage for all finished or partially finished work until Final Acceptance of the entire Contract. This includes all vandalism, theft, and acts of God or nature.

1-07.13(3) RELIEF OF RESPONSIBILITY FOR DAMAGE BY PUBLIC TRAFFIC Revision

(April 2006 City of Auburn)

Revise the first sentence to read:

When it is necessary for public traffic to utilize a roadway facility during construction, the Contractor may, upon approval of a written request for each completed section, be relieved of responsibility for damages to permanent work by public traffic under the following circumstances:

1-07.14(1) ATTORNEY'S FEES, COSTS, AND INTEREST New Section

(April 2006 City of Auburn)

The Contractor shall reimburse the City for attorney's fees, whether incident to suit or not; court costs; and other expenses incurred by the City in enforcing any provision of this Contract, or made necessary by any default of the Contractor. Any charge by the City to the Contractor, pursuant to the terms of this Contract, shall bear interest at the rate of 8% per

annum from the date of demand by the City, except that if such claims are satisfied from funds withheld by the City from the Contractor, no interest shall be charged.

1-07.15 TEMPORARY WATER POLLUTION PREVENTION Supplement

(May 2015 City of Auburn)

Supplement this Section with the following:

The Contractor shall implement erosion and sediment control (ESC) measures as necessary to prevent erosion and to stop sediment-laden water from leaving the site and entering the storm drain system. Measures shall be in accordance with, and conform to, the City of Auburn Surface Water Management Manual and Section 8-01 (Erosion Control and Water Pollution Control) of these Special Provisions.

1-07.16 PROTECTION AND RESTORATION OF PROPERTY Supplement

(February 2015 City of Auburn)

The Contractor shall not trespass upon private property and shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from the Contractor's operations in completing this work. The Contractor shall comply with the laws and regulations of the City of Auburn, County, State, and Federal governments relating to the safety of persons and property and will be held responsible for, and required to make good, all injury and damage to persons or property caused by the Contractor's operations.

Sprinkler irrigation systems that encroach within the limits of improvements shall be modified as necessary to ensure operation "equal or better than" the original condition upon completion of the improvements. This work will include, but not be limited to, cutting and capping existing pipe, relocating existing risers and sprinkler heads, new pipe heads and connections, and testing of the system.

The Contractor shall give a minimum of seven (7) working days prior written notification to the owners of any ditches, landscaping, irrigation lines and appurtenances that interfere with the work. The Contractor shall be liable for any damage to irrigation facilities by the Contractor's operations and shall restore such damaged facilities to "equal or better than" original condition.

Asphalt concrete pavement or bituminous surfacing outside the project area that is disturbed by the work shall be restored to its original condition. Asphalt pavement restoration shall comply with the provisions of Section 5-02 (Bituminous Surface Treatment) and 5-04 (Hot Mix Asphalt) of the Contract Specifications.

Existing cement concrete curb, gutter and sidewalk structures disturbed by the Contractor's operations shall be replaced to match existing, or as directed by the Engineer. Cement concrete shall be Class 3000 with entrained air in conformance with Section 6-02 (Concrete Structure) of the Contract Specifications.

Existing street shoulders disturbed by the Contractor's operation shall be resurfaced with 6 inches of compacted Gravel Borrow and 2 inches of compacted Crushed Surfacing Top Course sloped ½ inches per foot away from the paved street, or as directed by the Engineer. Street shoulder restoration shall be in conformance with Section 4-04.3(11) (Shoulder Ballast) of the Contract Specifications.

All other surfaces, mailboxes, fences, signs, lawn irrigation systems, etc., disturbed by the project, shall be promptly replaced or relocated to original or better condition. Gravel driveways disturbed by the work shall be resurfaced with a compacted 2-inch layer of Crushed Surfacing Top Course. All ditches shall be reconstructed as indicated on the drawings, or as directed by the Engineer.

The Contractor shall restore all disturbed landscaping in conformance with Section 8-02 (Roadside Restoration) of the Contract Specifications.

1-07.16(1) PRIVATE/PUBLIC PROPERTY Supplement

1-07.16(1)A PROTECTION OF EXIST. MARKERS/ MONUMENTS New Section

(April 2006 City of Auburn)

All existing survey monuments and property corner markers shall be protected from movement by the Contractor. All existing survey markers and/or monuments that must be removed for construction purposes are to be referenced by survey ties and then replaced by the Contractor. All existing property corner markers disturbed or removed by the Contractor's operations which, in the opinion of the Engineer, were not required to be removed for construction purposes shall be replaced, at the Contractor's own expense, by a Professional Land Surveyor registered in the State of Washington. Resetting of property corners for which there is no Record of Survey or Short Plat filed with the County Auditor may require exhaustive and expensive resurvey. This includes the City of Auburn benchmark system. Any damaged monuments must be reset to second order, first class specifications.

1-07.16(2) VEGETATION PROTECTION AND RESTORATION Supplement

The Contractor shall notify the Engineer immediately if any private vegetation or landscaping interferes with the work. Upon concurrence from the Engineer, the Contractor shall give a minimum of three (3) days advance notification to the owners of any impacts to private vegetation or landscaping that interferes with the work, whether shown on the plans or not, or designated by the Engineer to be removed or protected. Work on private property shall be consistent with Section 1-07.24 of the contract documents.

1-07.17 UTILITIES AND SIMILAR FACILITIES Replacement

This section is deleted in its entirety and replaced with the following.

(August 2015 City of Auburn)

The Contract Plans show locations of various known existing above ground amenities and obstructions. The location of known existing underground utilities, as shown on the Contract Plans, are indicated based on available information and may not be exact. The Contractor is responsible for determining their exact location.

A list of utilities and known contact persons will be available at the pre-construction conference for the Contractor's convenience. In most cases, the City has contacted these utility companies, identifying the project elements and potential impacts to their facilities.

After Contract Award, the Contractor is responsible for coordination with the utility companies and arranging for the temporary or permanent movement or adjustment of their facilities within the project limits. No additional monetary compensation will be made to the Contractor for delays caused by the actions of any utility company. Contract suspension and/or additional work days may be considered for excessive delays to critical work path

elements caused by the actions of any utility company. The Contractor shall consider such costs to be incidental to the other items of the Contract.

The Contractor must call the Utilities Underground Location Center (One-Call Center) for field location, not less than two (2) and not more than ten (10) business days before the scheduled date for beginning excavation that might affect underground utilities. A business day is defined as any day other than Saturday, Sunday, or a legal Local, State, or Federal holiday. The telephone number for the One-Call Center for this project is 811.

The Contractor is responsible for any breakage of utilities or services resulting from their operations and shall hold the City and its consultants and agencies harmless from any claims resulting from disruption of, or damages to, the same.

The appropriate utility company shall adjust existing telephone, power, gas, and television cable facilities, unless otherwise noted in these Contract Documents.

The temporary removal, replacement, bracing or holding of any utility or structure, including power and telephone poles, required to accomplish the work, shall be considered incidental to the Contract. Raising, lowering or horizontal relocation of existing water services not requiring additional material, where such relocation is required to accommodate other work, shall be the responsibility of the Contractor and the cost shall be considered incidental to the Contract.

The Contractor is responsible for the complete repair (including materials) of any City-owned utility damaged by the work (including water services), whether or not shown on the Contract Plans. Copper water service lines, if damaged, must be replaced in kind by one continuous service line from the water main to the meter. Splicing will not be permitted. The contractor shall repair any damage caused by broken water mains or services. All costs associated with the repair of utilities shall be incidental to the Contract and additional payment will not be allowed. The Contractor shall have sufficient materials and qualified personnel available to effect immediate repairs of water and sewer lines that may be damaged by the work.

1-07.17(1)A DISRUPTIONS TO CITY WATER SERVICES New Section

(September 2015 City of Auburn)

All water service shutdowns caused by construction activities shall be requested by the Contractor a minimum of four (4) working days in advance of the proposed shutdown, shall be approved by the City a minimum of two (2) working days before the shutdown, and shall be performed by City Water Utility staff. All water service disruptions shall be limited to a maximum of 4 hours.

The City does not guarantee a complete dry system following any water shutdown. All costs for dewatering following a water shutdown shall be considered incidental to the contract and no additional payment will be made.

1-07.17(1)B(1)UTILITY POTHOLING

New Section

(April 2006 City of Auburn)

The Contractor shall physically locate, uncover, and document the location of underground utilities where necessary or directed using methods and equipment acceptable to the Engineer. The purpose of utility potholing is to allow sufficient time ahead of pipe laying operations to identify underground conflicts, allow ample time to make minor adjustments in pipe grade and/or alignment, and generally facilitate the Contractor's work schedule.

The Contractor shall submit a potholing plan/schedule to the Engineer for review and/or approval prior to commencing potholing or pipe laying operations. The plan shall show the proposed location and clearly state the purpose for each proposed potholing location. The Engineer may add or delete potholing locations.

In no way shall the work described under Utility Potholing relieve the Contractor of any of the responsibilities described in Section 1-07.17 (Utilities and Similar Facilities) of the Standard Specifications and these Special Provisions.

1-07.17(1)B(2)MEASUREMENT

(March 2014 City of Auburn)

“Utility Potholing” will be measured per each pothole excavated that meets all of the following conditions: 1) The pothole was excavated at least 96 hours ahead of pipe laying or other contract work relevant to the pothole. 2) The pothole is shown on the pothole plan submittal approved by the Engineer. 3) The pothole data, including soil type, utility material and size, horizontal location within 1/2 foot, and vertical location within 1/10 foot, is provided in writing to the Engineer at least 72 hours ahead of pipe laying or other contract work relevant to the pothole. 4) Pothole is not within 10 feet of any other pothole. No adjustment shall be made for pothole depth or size. Potholes not eligible to be included in the measurement for “Utility Potholing” shall be considered incidental to the other items of the contract and no compensation will be allowed.

1-07.18 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE Replacement

This section is deleted in its entirety and replaced with the following.

1-07.18 INSURANCE

(January 4, 2016 APWA GSP)

1-07.18(1) GENERAL REQUIREMENTS

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer’s financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor’s Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated 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 Completion Date 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 Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. 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.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. 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.
- H. 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.

(April 2006 City of Auburn)

In addition to the amount RCW 60.28 requires to be withheld from the progress or retained percentage payments to the Contractor, the City of Auburn may, at its sole discretion, withhold amounts sufficient to pay any property damage claim of which the City may have knowledge and regardless of the informalities of notice of such claim, arising out of the performance of this Contract, provided that the total amounts withheld for such purposes shall not exceed three percent (3%) of the Contract price. The term "property damage claim" shall not include any claim for personal injuries or any claim by persons furnishing supplies or materials or performing labor for the Contractor. The amount withheld will not be paid to the claimant by the City but will be held until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim.

1-07.18(2) ADDITIONAL INSURED

(January 4, 2016 APWA GSP)

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- 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, 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(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) SUBCONTRACTORS

(January 4, 2016 APWA GSP)

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) VERIFICATION OF COVERAGE

(January 4, 2016 APWA GSP)

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. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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.
3. Any other amendatory endorsements to show the coverage required herein.

- 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) COVERAGES AND LIMITS

(January 4, 2016 APWA GSP)

The insurance shall provide the minimum coverages and limits set forth below. Contractor’s maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency’s recourse to any remedy available at law or in equity.

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 or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy’s deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A COMMERCIAL GENERAL LIABILITY

(January 4, 2016 APWA GSP)

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor’s completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers’ Liability each accident

1-07.18(5)B AUTOMOBILE LIABILITY

(January 4, 2016 APWA GSP)

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000 Combined single limit each accident

1-07.18(5)C WORKERS' COMPENSATION

(January 44, 2016 APWA GSP)

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

1-07.18(5)D EXCESS OR UMBRELLA LIABILITY

(January 4, 2016 APWA GSP)

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$2,000,000 (two million dollars) each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

1-07.18(5)E PROFESSIONAL LIABILITY

(January 4, 2016 APWA GSP)

The Contractor and/or its Subcontractor(s) and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions.

Such policy shall provide the following minimum limits:

\$1,000,000 per claim and annual aggregate

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include coverage for Environmental Professional Liability.

If insurance is 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.

1-07.23 PUBLIC CONVENIENCE AND SAFETY Supplement

(February 2015 City of Auburn)

In the last sentence of the first paragraph, replace the word “Highway” with the word “Public”.

Traffic control and street maintenance for the safety of the traveling public on this project shall be the sole responsibility of the Contractor and all methods and equipment used will be subject to the approval of the City of Auburn. The Contractor and their surety shall be liable for injuries and damages to persons and property suffered because of the Contractor’s operations or any negligence connected with them.

The use of any project area by vehicles or pedestrians before project acceptance is not to be construed as utilization by the City of Auburn.

The Contractor shall maintain normal two-way traffic through the work site(s) at all times, unless the Engineer gives written permission to alter this requirement.

1-07.23(1) CONSTRUCTION UNDER TRAFFIC Supplement

(August 2015 City of Auburn)

All unattended excavations shall be barricaded at all times.

The Contractor shall obtain the approval of the Inspector of all barricading and lighting before leaving the job site each day. Failure to provide proper barricading and lighting will be cause for the City to call in a barricading company to install proper barricades and lights and charge the Contractor for all costs incurred. Inspector approval shall not relieve the Contractor of their legal responsibilities in case of project area accidents.

At the end of each working day, the Contractor shall place temporary patches or steel plates over unfinished portions of trenches crossing traveled ways. Material for temporary patches shall be hot or cold mix asphalt concrete. The cost for temporary patches or steel plates shall be incidental to the Contract.

Any asphalt concrete paving, asphaltic cold patch, crushed surfacing or other material required for maintaining traffic during the life of this Contract shall be placed by the Contractor immediately upon request by the Engineer, in the amounts designated. Payment for these materials will be at their respective unit Contract prices.

Traffic control devices that are in conflict with required construction traffic devices or construction work shall be covered, removed and temporarily stored, or temporarily relocated by the Contractor, as directed by the Engineer.

Flagging, signs, and all other traffic control devices shall be in accordance with Section 1-10.3 (Traffic Control Labor, Procedures, and Devices).

1-07.23(1)A DUST AND MUD CONTROL AND STREET CLEANING New Section

(March 2010 City of Auburn)

The Contractor is responsible for controlling dust and mud within the project limits. All streets outside the project limits used by the Contractor during the execution of this Contract shall be kept clean. The Contractor shall be prepared to use the proper equipment necessary to render the streets free of all mud, debris, and foreign materials. Any damage caused by dust or mud accumulation on the streets and in the storm sewer system shall be the sole responsibility of the Contractor.

The Contractor's cleaning actions must comply with the City of Auburn's Surface Water Management Manual (SWMM).

The Contractor shall provide for a clean surface on all surfaced roadways upon completion of each day's activities. Equipment required for this operation shall be on the job site or available at all times. Failure to have this equipment on the job site or available may necessitate a shutdown of the project.

Dust and mud control and street cleaning will be considered incidental to the other items involved in the project, and no additional compensation will be made except for "Water" per M gal. if shown as a bid item in Section 2-07 (Watering) of these specifications. If water is not shown as a bid item, it shall also be considered incidental to the project. Where dust and mud control activities cause erosion control measures to be activated in addition to those already included in the TESC plan, no additional compensation shall be made to the contract.

1-07.23(1)B DAILY CLEANUP AND MAINTENANCE ITEMS New Section

(April 2006 City of Auburn)

The Contractor shall clean all roadways, streets and appurtenances, including sidewalks which are open for public use, of all material or debris that has been dropped or otherwise deposited thereon, as a result of Contractor's on- and off-site operations, at the conclusion of each working day, and at such other times as deemed necessary by the Engineer to ensure the safety of the traveling public and to prevent inconvenience to the public and owners of private property adjacent to the project.

If the Engineer determines that roadways, streets, sidewalks, and appurtenances are not properly cleaned to prevent public inconvenience, or the condition of the excavation or disposal sites so warrant, the Contractor shall provide facilities to remove clay or other deposits from tires, between wheels, and outside of truck beds before trucks and other equipment will be allowed to travel over paved streets.

Any violation of the above requirements will be sufficient grounds for the Engineer to order the roadways, streets and appurtenances cleaned or sprinkled by others, and to deduct all costs of such cleaning or sprinkling from any money due, or to become due, to the Contractor.

1-07.23(2) CONSTRUCTION AND MAINTENANCE OF DETOURS Supplement

(August 2015 City of Auburn)

The Contractor shall submit a written procedure for routing and maintenance of traffic. The City of Auburn Engineering Division, City of Auburn Police Department, and the Valley Regional Fire Authority must approve all street blockage, traffic routing, etc.

Streets may be closed to through traffic, unless otherwise specified in Section 1-07.23(1)C (Closure Restrictions), with Engineer approval. The Contractor shall obtain written approval from the Engineer at least ten (10) calendar days prior to an anticipated street closure. Street closures shall be such that they provide for maximum public safety and public convenience. They shall be opened to through traffic at such time as the work has been completed, or as the Engineer may direct.

Street closures and detours shall provide for the following:

1. Reasonable access to, and egress from, the properties adjacent to the project at all times.

2. At least one-way traffic on all existing roadways within the project limits during working hours and at the end of each working day provisions for the safe passage of two-way traffic during the non-working hours.
3. If the Contractor requires delays or limited term street closure beyond that provided for herein, the request shall be submitted, in writing, for the approval of the Engineer before the anticipated delay or closure. The delay or closure request shall state the reason, the locations, the time and date, and the duration of the required delay or closure.
4. The Contractor is required, at their own expense, to remove all excess materials, debris, or other obstruction caused by their operation, from the streets or alleys as the work progresses, whether within the project limits or along haul routes. If the Contractor neglects to remove such materials or obstruction and return streets, sidewalks, driveways, and roads in suitable condition for traffic within one (1) working day after having received written notice from the Engineer, the work may be done by the City of Auburn and the cost thereof charged to the Contractor and deducted from money due, or to become due, to the Contractor. The Contractor shall repair or replace any streets, sidewalks, roads, or culverts damaged by their operations, to the satisfaction of the Engineer and other concerned parties.
5. The Contractor must maintain convenient access for local traffic to driveways, houses, and buildings along the work route. Such access shall be maintained as near as possible to that which existed before construction began. The Contractor shall provide ten (10) calendar days advance notice to all property owners and tenants of street and alley closures or other restrictions, which may interfere with their access. When the abutting owners' access across right-of-way lines is to be eliminated and replaced under the Contract by another access, the existing access shall not be closed until the replacement access facility is available.

The Contractor shall be responsible for making detailed notifications of detours and closures as follows:

1. The Contractor shall provide at least ten (10) calendar days advance written notification to the local public transportation organization(s), School District, Fire Authority and Police Department before the beginning of operations, so that these agencies may reroute their emergency vehicles around the construction zone. If the Fire Authority or Police Department determine that rerouting is not possible, the Contractor shall provide reasonable access through the construction zone at all times.
2. The Contractor shall notify all affected owners and agencies of all closures, detours and traffic interruptions at least ten (10) calendar days in advance of such closure. Notification shall be in writing and must include the beginning and ending times and dates of traffic disruption(s), names of streets or locations of alleys to be affected, detour routes, etc. The Contractor shall give the Engineer written certification of all notifications before all traffic

disruptions. On large projects requiring extended traffic disruption, the Contractor shall make additional notifications, as conditions require.

1-07.23(3) PAYMENT New Section

(April 2006 City of Auburn)

All Contract requirements specified in Section 1-07.23 (Public Convenience and Safety) and subsections thereof will be considered incidental to the Contract unless otherwise specified.

1-07.24 RIGHTS OF WAY Replacement

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

(April 2006 City of Auburn)

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted on 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 City 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.

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 agreements obtained by the City from the owner of the private property. Copies of the easement agreements not obtained prior to advertising will be made available to the Contractor once obtained by the City.

The Contractor shall give forty-eight (48) hours notice to each property owner prior to entry of each property. 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 City, any additional land and access thereto that the Contractor may desire for temporary construction staging facilities, Contractor's convenience, storage or materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall submit to the City a completed "Property Owner Permission for Construction" form. The "Property Owner Permission for Construction" form is available at the City of Auburn Public Works Department. If the Contractor utilizes private property for temporary construction facilities, storage of materials and equipment, employee parking or other Contractor needs, a "Temporary Use Permit" shall be secured from the City of Auburn in accordance with Section 18.46A.070 of the Auburn City Code. The Contractor must file a written release with the City from all private property owners upon whose property the Contractor's operations has encroached before completion, unless such work was specified in the Contract.

1-07.28 HAUL ROUTES New Section

(February 2015 City of Auburn)

3. Schedule of equipment and labor rates, as outlined in Section 1-09.6 (Force Account).

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 10 calendar days 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.

(February 2016 City of Auburn)

If the requested working hour deviation is approved by the Engineer, it may be revoked at any time the City receives complaints from the public or adjoining property owners

regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for any reason.

Reimbursements by the Contractor to the Contracting Agency for overtime work will be deducted from amounts due, or to become due, to the Contractor. The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

When holidays are referred to in the Contract Documents, the following days are holidays:

1. January 1st
2. 3rd Monday of January
3. 3rd Monday of February
4. Memorial Day (observed)
5. July 4th
6. Labor Day
7. November 11th
8. Thanksgiving Day
9. The day following Thanksgiving Day, and
10. Christmas Day

When any of these holidays fall on a Sunday, the following Monday shall be counted a non-working day.

When any of these holidays fall on a Saturday, the preceding Friday shall be counted a non-working day.

The days between December 25th and January 1st will be classified as non-working days, provided that the Contractor actually suspends work on the Project.

1-08.1 SUBCONTRACTING

Supplement

(April 2006 City of Auburn)

This section is supplemented with the following:

Until the City has received and approved the "Request to Sublet" form provided by the City and filled out by the Contractor for a specific Subcontractor, said Subcontractor shall not begin any work within the project limits or within the City furnished sites. The Contractor and Subcontractor shall bear all risks for any work begun outside such areas and for any materials ordered by said Subcontractor before the "Request to Sublet" specific to said Subcontractor is approved.

1-08.1(1) PROMPT PAYMENT, SUBCONTRACT COMPLETION AND RETURN OF RETAINAGE WITHHELD

Revision/Supplement

(January 4, 2016 WSDOT Amendment)

In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting Agency."

1-08.3 PROGRESS SCHEDULE**1-08.3(1) GENERAL REQUIREMENTS Supplement**

(August 2014 City of Auburn)

The Contractor shall submit a Preliminary Progress Schedule (first 30 working days) to the Engineer no later than one (1) working day prior to the date of the Pre-construction Conference. This preliminary schedule shall show work to be performed during the first thirty (30) working days of the Contract. Acceptance of the Preliminary Progress Schedule shall be required prior to the execution of the Contract by the City.

Failure to Maintain Progress Schedule. The Engineer will periodically check actual progress of the work against the progress schedule. Failure, without just cause, to maintain progress in accordance with the approved schedule shall constitute a breach of Contract and shall constitute reason for invoking pertinent portions of the Standard Specifications and Special Provisions. If, through no fault of the Contractor, the proposed construction schedule cannot be met, the Engineer will require the Contractor to submit a revised schedule to the Engineer for acceptance. The approved revisions will thereafter, in all respects, apply in lieu of the original schedule.

Failure of the Contractor to follow the progress schedule submitted and accepted, including revisions thereof, shall relieve the City of any and all responsibility for furnishing and making available all or any portion of the project site from time to time, and will relieve the City of any responsibility for delays to the Contractor in the performance of the work.

1-08.3(2) PROGRESS SCHEDULE TYPES Supplement

(April 2008 City of Auburn)

The City requires the use of a Type A Progress Schedule as detailed in Section 1-08.3(2)A (Type A Progress Schedules) for this project.

1-08.3(2)A TYPE A PROGRESS SCHEDULES Replacement

(February 2015 City of Auburn)

Replace this section with the following:

The Contractor shall submit a Type A Progress Schedule in accordance with Section 1-06.7 (Submittals) of the Contract Specifications. The Progress Schedule shall show the total working days and shall be submitted prior to the first working day of the Contract. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format is 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 ten (10) calendar days of receiving the submittal.

1-08.3(5) PAYMENT Replacement

(April 2008 City of Auburn)

Replace this section in its entirety with the following:

The cost of preparing the progress schedule, and any supplementary progress schedules, and weekly schedules shall be considered incidental to the Contract and no other compensation shall be made.

1-08.3(6) CONTRACTOR'S LIST OF ITEMS TO BE CORRECTED New Section

(April 2006 City of Auburn)

During construction, the Contractor shall maintain an action list of items to be corrected and completed. The Contractor shall regularly add items and update the list as information becomes available or as requested by the Engineer. The Contractor shall deliver a current copy of the list to the Engineer at each progress meeting.

1-08.4 NOTICE TO PROCEED AND PROSECUTION OF THE WORK Revision

Delete the first paragraph and replace it with the following:

(August 2015 City of Auburn)

The Notice to Proceed Date shall be within five (5) working days of the execution of the Contract by the City. The City will send a dated and signed official "Notice to Proceed" to the Contractor. The Contract time shall begin on the first working day following the "Notice to Proceed Date."

The Contractor shall not commence with the work until the City has executed the Contract and the Engineer has given the Notice to Proceed. The Contractor shall give the City at least three (3) working days advance notice before beginning each phase of the work (such as excavation, street paving, etc.). The Contractor shall commence construction activities within ten (10) calendar 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.

1-08.5 TIME FOR COMPLETION Supplement/Revision

(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

(August 14, 2013 APWA GSP, Option B)

Revise the third and fourth paragraphs to read:

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

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

(January 2015 City of Auburn)

This Section is supplemented as follows:

The entire project, including cleanup, shall be physically completed within «working_days» working days, beginning on the day after the “Notice to Proceed” date. The City, for justified reasons, may extend the contract time in accordance with Section 1-08.8 (Extensions of Time).

Late delivery of materials may be considered a justified reason for a time extension or Procurement Suspension per Section 1-08.6 (Suspension of Work), if the Contractor can show written evidence of a prompt order date after award of the Contract, demonstrate determined effort to acquire prompt delivery in the specified time, and comply with other requirements as specified in the Contract Documents .

1-08.6. SUSPENSION OF WORK

Supplement

(May, 2015 City of Auburn)

Contract time may be suspended for the HMA mix design/anti-strip evaluation report or for procurement of critical materials (Procurement Suspension). In order to receive a Contract suspension, the Contractor shall, within 30 calendar days after execution of the Contract by the Contracting Agency, submit to the Engineer all HMA mix designs according to section 5-04.3(7)A, or provide evidence of purchase orders made for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide a copy of the completed DOT Form 350-042 indicating the date the mix design was submitted, or provide copies of purchase orders and supplier invoices for the critical materials. Such purchase orders shall disclose the purchase order date such critical material. Such supplier invoices shall indicate the estimated delivery date for the critical materials. Contractor’s requests for Contract suspensions must be made in writing and shall include a progress schedule(s) that reflects the anticipated suspension.

1-08.6(1) NO DAMAGE CLAUSE

New Section

(April 2006 City of Auburn)

If the Contractor is delayed at any time in the performance of the work by an act or neglect of the City, by any separate contractor employed by the City, or by changes ordered in the work, or by any cause which the City may decide justifies the delay, the time of completion may be extended for such reasonable time as the City may decide. In no event shall any such delays or extensions of time by the City be construed as cause or justification for payment of additional compensation to the Contractor.

1-08.9 LIQUIDATED DAMAGES

Replacement

(April 2016, City of Auburn)

At the sole discretion of the Owner, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

Value of Job Order	Liquidated Damages
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

1-08.9(1) PENALTIES

New Section

(February 2015 City of Auburn)

If the Contractor implements traffic control without an approved traffic control plan or is not in compliance with an approved traffic control plan per Section 1-10 (Temporary Traffic Control), or if the Contractor hauls materials without an approved haul route or does not follow an approved haul route per Section 1-07.28 (Haul Routes), the Contractor will be assessed penalties equal to 10% of the calculated Liquidated Damages per Section 1-08.9 (Liquidated Damages) per incident or \$1,000 per day, whichever is greater. A Traffic Control incident is defined as, per day, per location. A Haul Route incident is defined as one truckload of materials or equipment.

1-09 MEASUREMENT AND PAYMENT

1-09.1 MEASUREMENT OF QUANTITIES

Replacement*(April 2016*

City of Auburn)

The Owner will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the work completed.

Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

TRUCKS AND TICKETS

(April 2006 City of Auburn)

Supplement this section with the following:

Duplicate tickets shall be prepared to accompany each truckload of material delivered to the project.

1-09.3 SCOPE OF PAYMENT

Supplement

(April 2006 City of Auburn)

Measurement and payment shall be in compliance with the Standard Specifications except that payment will be made only for bid items listed on the Proposal Form (bid items may also be listed or referenced in the "Payment" clause of each Section of these Special Provisions). All other items required for the work shall be considered as incidental to the Contract. A separate delivery ticket for each truckload of bulk material (gravel, crushed rock, etc.) shall be furnished to the Inspector on the day it is delivered.

There will be no payment for "haul" for any bid item or portion thereof in this Contract. All bid items dealing directly with or implying movement of any material to or from the project area or in the project area itself are hereby understood to include full payment for all movement of material.

1-09.4 EQUITABLE ADJUSTMENT

Revision

(April 2006 City of Auburn)

The first paragraph, Item 2b is revised to read as follows:

- b. 1-09.6 (Force Account)

1-09.6 FORCE ACCOUNT

Supplement

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by the Engineer.

1-09.7 MOBILIZATION

Supplement

(April 2006 City of Auburn)

Mobilization shall include, but not be limited to, the following items: the movement of Contractor personnel, equipment, supplies, and incidentals to the project site; the establishment of an on-site office; securing suitable storage areas, and other facilities necessary for work on the project; providing sanitary facilities for Contractor personnel; obtaining permits or licenses required to complete the project, but not furnished by the City; and other work and operations which must be performed or costs that must be incurred.

Also to be included in the lump sum bid price for "Mobilization" are the following:

1. Written clearance, per Section 1-07.24 (Right-of-Way) of the Specifications, on forms provided by the Engineer, shall be obtained from all property owners whose property is used for storage or other purposes.
2. The Contractor shall be responsible for providing and installing Road Work Ahead signs at all key approach limits of the project and as directed by the Engineer. The signs are to be erected before beginning construction and shall remain in place for the duration of construction. They shall be mounted on Contractor-provided posts, existing fixed structures, or substantial supports of a semi-permanent nature. The Contractor shall remove signs at project completion or when directed by the Engineer.
3. The Contractor is also responsible for distributing informational flyers to affected property owners, as provided by the City and as directed by the Engineer. The flyers shall be hand-delivered to these properties before the start of construction and shall include the name of the project, funding source, general contractor, approximate date for start and completion of construction activities.

1-09.8 PAYMENT FOR MATERIAL ON HAND

Replacement

(February 2016 City of Auburn)

No material on hand payments shall be made

1-09.9 PAYMENTS

Revision/Supplement

(April 2006 City of Auburn)

In Section 1-09.9 (Payments), all references to “Final Contract Voucher Certification” shall be deleted and replaced with “Final Pay Estimate”.

(October 2015, City of Auburn)

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 per Section 1-08.0(1) (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 payment. 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.

(April 2006 City of Auburn)

This section is supplemented as follows:

The Contractor shall submit to the City, no later than three working days after the 20th day of each month, all documentation for payment for work completed during the previous period. All monthly pay requests are subject to approval and verification by the Engineer. Typical payment periods are from the 21st day to the 20th day of each month.

Errors, omissions, revisions or corrections in the original submittal for payment may result in delayed payment. The Contractor is responsible for maintaining adequate records of bid item quantities for the work completed for each monthly pay period. These quantities will be subject to approval and verification by the Engineer.

All progress payments will be mailed to the address designated in writing by the Contractor at the preconstruction conference.

1-09.9(1) RETAINAGE Revision/Supplement

(April 2006 City of Auburn)

The fourth paragraph is revised to read:

Release of the retainage will be made 60 days following the “Final Acceptance Date” (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

- 1. On contracts totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
- 2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
- 3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

1-10 TEMPORARY TRAFFIC CONTROL**1-10.1 GENERAL**

Supplement

(January 2012 City of Auburn)

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

1-10.2 TRAFFIC CONTROL MANAGEMENT**1-10.2(2) TRAFFIC CONTROL PLANS**

Supplement

(April 2014 City of Auburn)

The traffic control plans and/or pedestrian accommodation plans included with the Contract Documents have been furnished as a guide to be used by the Contractor and serve as a "starting point" for the Contractor's development of the traffic control plans and pedestrian accommodation plans for the project. Contractor prepared Traffic Control Plans shall conform to the established standards for plan development as shown in the MUTCD, 2009 Edition, Part VI, and the WSDOT Work Zone Traffic Control Guidelines, latest edition. A separate pedestrian traffic control plan shall be required from the Contractor if normal pedestrian travel is affected by the Contractor's actions. The Contractor shall submit the Traffic Control Plan and/or Pedestrian Accommodation Plan to the Engineer for review and approval at least five (5) working days in advance of the time the traffic control devices, including signs, are scheduled to be installed and utilized. The Engineer must approve the Traffic Control Plan before any onsite work begins on the project. Any modifications or deviations from the approved Traffic Control Plan will require review and approval by the Engineer. The Contractor's failure to obtain approval on Traffic Control Plans may result in penalties being assessed per Section 1-08.9(1) (Penalties).

(April 2007 City of Auburn)

Outside edges of the traveled way may be delineated with traffic safety drums or tubular markers providing that the requirements of Section 1-07.23(1) (Construction Under Traffic) are met. Barricades must comply with TRAFFIC-05, Barricades, Moveable Type III.

1-10.3(1)B OTHER TRAFFIC CONTROL LABOR

Supplement

(December 2008 City of Auburn)

When working within signalized intersections, the Contractor shall schedule and coordinate the use of City provided uniformed police officers to control traffic. Contractor is responsible for all coordination with the City of Auburn Police Department to secure a uniformed police officer as required. This coordination shall be done a minimum of three (3) working days in advance of the day a uniformed police officer is necessary. When the City of Auburn Police Department is not able to secure a uniformed police officer, the Contractor shall provide uniformed officers from outside police agencies and shall contract for those services directly. The City will reimburse the Contractor for those services as

indicated in Section 1-10.5 (Payment) of these Special Provisions. Contractor shall notify the Engineer prior to the use of outside agency police services.

1-10.3(3)L TEMPORARY SIGNAGE FOR ROADWAY TRAFFIC REVISIONS New Section
(January 2012 City of Auburn)

Temporary "Traffic Revision Ahead" (W20-901) signs with two warning flags shall be installed in advance of roadway projects that include traffic revisions. Warning signs shall be mounted on 4"x 4" wooden posts and placed per plan and MUTCD requirements. The Contractor shall remove all temporary signs and posts no earlier than 3 months and no later than 6 months following completion of the traffic revisions. Posthole voids shall be restored with native material.

1-10.4 MEASUREMENT

Revision

(April 2006 City of Auburn)

"Sequential Arrow Sign" will be measured by the day for each 24-hour day or partial day in use. Signs not specifically approved for use will not be measured for separate payment.

"Portable Changeable Message Sign" will be measured by the day for each 24-hour day or partial day in use. Signs not specifically approved for use will not be measured for separate payment.

END OF DIVISION 1

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