



February 2024

City of Auburn
Engineering Services
Public Works Department
25 West Main Street
Auburn, WA 98001-4998

Approved By:

A handwritten signature in black ink that reads "Jacob Sweeting". The signature is written in a cursive style with a large, stylized "J" and "S".

Jacob Sweeting, P.E.
Assistant Director of Engineering Services/City Engineer

2/16/2024

Date

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PREFACE FOR THE CITY OF AUBURN GENERAL SPECIAL PROVISIONS

Per Auburn City Code (ACC) 12.04.020, all public work construction contracts of the City, including but not limited to streets and sidewalks, storm water and sanitary sewer systems, and water systems, and all work within City public right-of-way performed by the City and others shall conform to the Engineering Construction Standards (ECS). The ECS apply to City capital projects and to work performed by developers and others under construction permits (CON), grading permits (GRA), storm permits (STM), other utility permits, and public facility extensions (FAC). The City of Auburn has adopted the ECS to require the standardization of design and construction elements for consistency, to assure that public safety needs are met, and to comply with Local, State, and Federal regulations.

The General Special Provisions is a sub-part of the ECS and includes the following elements:

- A) By reference, Division 1 of the Washington State Department of Transportation's (WSDOT) Standard Specifications (M41-10) for Road, Bridge and Municipal Construction, 2024 edition publication (Standard Specifications). The Standard Specifications are available at <https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/standard-specifications-road-bridge-and-municipal-construction>. Terms and conditions in the Standard Specifications that reference the following elements apply only to City Contracts and do not apply to CON, GRA, or FAC work: Bidding, Award, Claims, Payment, Measurement, Liquidated Damages, Compensation, Sales Tax, Requests to Sublet, and other terms and conditions that are specific a contractual obligations between the City and Contractor.
- B) Special Provisions are adopted by the City that supplement, delete, replace, and revise the Standard Specifications. The Special Provisions include references that indicate the applicability of the special provision, the date it was last updated, and the source of the special provision contents:

("Applicability", "Month" "Year" "Specification Source")

Where "Applicability" indicates "City Contracts" the specification applies only to capital projects under contract with the City. Where applicability indicates "Non-City Contracts" the specification only applies to projects and work that is not a capital project under contract with the City. Where "Applicability" is omitted, the specification applies to all work.

- C) Additional special provisions may be adopted on a project specific basis and provided separately with the specific project and/or permit that they apply to and are referred to as Project Specific Special Provisions.

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DIVISION 1 General Requirements**1-01 Definitions and Terms****1-01.1 General**

(April 2006 City of Auburn GSP)

Add the following before the first paragraph:

Whenever the words “as directed”, “as required”, “as permitted”, or words of the like effect are used, it shall be understood that the direction, requirement or permission of the City of Auburn is intended. The words “sufficient”, “necessary”, “proper”, and the like shall mean sufficient, necessary or proper in the judgment of the City of Auburn. The words “approved”, “acceptable”, “satisfactory”, or other words of the like shall mean approved by, or acceptable to, the City of Auburn.

1-01.3 Definitions

(February 2024 City of Auburn 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”.

Business Day

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

City of Auburn

See Contracting Agency.

Contract Documents

See definition for “Contract”.

Current Edition

The latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the work is advertised for bids, 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.

Project

The term Project shall mean the Work governed by the Contract Documents.

Shop Drawings

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

Standard Details

Same as “Standard Plans” as defined in the Standard Specifications.

Standard Plans

The manual of standard Plans adopted by the City of Auburn is the City of Auburn Standard Details, which includes City of Auburn Standard Details and certain WSDOT Standard Plans by reference.

Standard Specifications

The Standard Specifications for Road, Bridge and Municipal Construction, 2024 edition as issued by the Washington State Department of Transportation, hereinafter referred to as the “Standard Specifications”.

Traffic

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

(City Contracts, January 2024 City of Auburn GSP)

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

Dates***Bid Opening Date***

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

Award Date

The date of the City letter to the Contractor notifying the Contractor of the contract award.

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Final Acceptance Date

See Completion Date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation

required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

(City Contracts, February 2023 City of Auburn GSP)

Supplement this section with the following:

All references to "Final Contract Voucher Certification" shall be interpreted to mean the final payment form established by the Contracting Agency.

Additive

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

Alternate

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

Bid Proposal Package

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

- Bidder's Checklist
- Proposal Form
- Contractor Certification Wage Law Compliance
- Responsible Bidder Information
- Proposed Equipment and Manpower Schedule
- Local Agency Subcontractor List
- Bid Bond

Contract Time

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

Equitable Adjustment or Eq. Adj.

The term Equitable Adjustment or Eq. Adj. used in the Bid Proposal Form for Units shall mean that the City has included an estimated dollar amount for that bid item only to provide a common proposal for Bidders. All such dollar amounts are to become part of the Contractor's total bid.

Estimate

The term Estimate or Est. used in the Bid Proposal Form for Units shall mean that the City has included an estimated dollar amount for that bid item, only to provide a common proposal for Bidders. All such dollar amounts are to become part of the Contractor's total bid.

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.

Major Contract Bid Item

A major contract bid item is any bid item, unless specifically excluded in the special provisions, for which the contract price amounts to 10 percent or more of the total contract price as determined by the original proposed quantities and the unit contract prices at the time of award.

Notice of Award

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

Notice to Proceed

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

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.

(Non-City Contracts, February 2023 City of Auburn GSP)

Supplement this Section with the following:

Contractor

Contractor shall refer to the applicant, permit(s) holder, and/or developer.

Contract Execution and Contract Execution Date

Contract Execution shall refer to the Notice to Proceed.

Contract Plans

The City approved plans and the Standard Details and/or Standard Plans referenced by them, which show location, character, and dimensions of the prescribed work including layouts, profiles, cross-sections, and other details.

Contract Time

The period of time established by the terms and conditions of the Contract between Notice to Proceed and Final Acceptance.

Current Edition

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

Dates***Completion Date***

See Final Acceptance Date

Final Acceptance Date and Final Acceptance

For public facility extension (FAC) work, the Final Acceptance Date is the date on which the Developer has satisfied the terms of the FAC Agreement such that the City accepts the public portions of the FAC work for ownership and maintenance and the warranty period begins. For non-FAC work, the Final Acceptance Date refers to the date the City has verified the work performed by the Contractor is complete and all associated permit and other requirements have been satisfied.

Physical Completion and Physical Completion Date

Physical completion refers to the City's determination that the Contractor has completed all physical Work.

Engineer

The term Engineer shall be used to mean the City Engineer or any designee thereof and does not refer to the Developer's, Permit holder's, or Contractor's engineer.

Measurement

The term Measurement, when used in reference to measuring material for payment, is used in reference to City contract bid items and is not applicable to Non-City projects and work.

Notice to Proceed and Notice to Proceed Date

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins, or, as applicable, the issuance of permit(s) by the City that authorizes the Contractor to proceed with the Work as may be conditioned by the permit(s).

Payment

The term Payment is used in reference to City Contract bid items and is not applicable to Non-City projects and work.

1-02 Bid Procedures and Conditions**1-02.1 Prequalification of Bidders**

(City Contracts, January 24, 2011 APWA GSP)

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

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

(City Contracts, April 2006 City of Auburn GSP)

Supplement this section with the following:

The bidder shall fill out and sign the "Responsible Bidder Information" and the "Proposed Equipment and Manpower Schedule" 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

(City Contracts, August 2020 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 Call for Bids (Advertisement for Bids) for the work.

1-02.4 Examination of Plans, Specifications and Site of Work**1-02.4(1) General**

(City Contracts, January 19, 2022 APWA GSP Option A)

The first sentence of the ninth paragraph, beginning with “Any prospective Bidder desiring...”, is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.4(2) Subsurface Information

(City Contracts, August 2022 City of Auburn GSP)

The third and fourth sentences in the first paragraph are revised to read:

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract. The boring logs and associated data, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

(City Contracts, January 2017 City of Auburn GSP)

Supplement this section with the following:

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 this project. 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 the project and additional compensation will not be allowed, unless otherwise specified in this document.

1-02.5 Proposal Forms

(City Contracts, July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal

(City Contracts, January 4, 2024 APWA GSP 1-02.6, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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

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

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

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

(City Contracts, June 2017 City of Auburn GSP)

Supplement this section with the following:

Any correction to a bid made by interlineation, alteration, or erasure, may also be initialed by an authorized representative of the bidder.

1-02.7 Bid Deposit

(City Contracts, May 2015 City of Auburn GSP)

This section is revised as follows:

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 5 percent with the Bid shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

(City Contracts, March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

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

1-02.9 Delivery of Proposal

(City Contracts, January 2023 City of Auburn GSP)

Delete this section and replace it with the following:

The City will not consider proposals it receives after the time fixed for opening bids 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 Bidder, to the following address:

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

The sealed Bid Proposal Package shall be plainly marked with the Bidder's firm name, return address and telephone number, and in the lower left-hand corner marked with "Sealed Bid for:" followed by the project number, project name, and bid opening date and time.

Proposals may also be sent by mail. Mailed proposals shall be sealed in a second envelope, also addressed and marked as stated above. If the mail option is chosen, it is the Contractor's sole responsibility to ensure that the City receives the Proposal prior to the specified Bid Opening date and time. Proposals received after the specified Bid Opening date and time will be deemed non-responsive and will not be opened or considered.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(City Contracts, 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.

1-02.12 Public Opening of Proposals

(City Contracts, January 2023 City of Auburn GSP)

Supplement the Section with the following:

Bid Proposal Packages will be opened and publicly read aloud by the City Clerk's Office in the Auburn City Hall located at 25 West Main Street, Auburn WA at the bid opening date and time specified in the Invitation for Bids.

City of Auburn bid openings will be held virtually and telephonically. Access to the Virtual Meeting and phone number to listen to the public bid opening is included in the Bid Proposal Package.

1-02.13 Irregular Proposals

(City Contracts, January 4, 2024 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
 - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

- j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(City Contracts, May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

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

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

(City Contracts, April 2014 City of Auburn GSP)

Supplement this section with the following:

The City of Auburn reserves the right to determine the lowest responsible bidder based on factors other than just price, including but not limited to the following:

- 1. Liability exposure;
- 2. References and past performance;
- 3. Judgments entered against the bidder within the last 5 years that shows a history of failing to meet the terms of the contract;
- 4. History of claims with other agencies on similar projects;

5. Inadequate or ambiguous specifications;
6. Specifications have been revised;
7. Lowest responsible bid deemed not the best price obtainable;
8. Bids not independently arrived or submitted in bad faith (i.e., price fixing);
9. A determination made that all the necessary requirements of the bid process have not been met;
10. Insufficient competition; and,
11. Other claims or other indications that cancellation or rejection of all bids is clearly in the best interest of the City.

For the purpose of this criterion, 'bidder' shall include the registered construction company submitting the bid, as well as the owner(s) of the company, and any other construction companies the owner(s) may currently or previously have owned.

1-02.15 Pre-Award Information

(City Contracts, December 30, 2022 APWA GSP)

Revise this section to read:

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

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

1-03 Award and Execution of Contract

1-03.1 Consideration of Bids

(City Contracts, January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

(City Contracts, September 2021 City of Auburn GSP)

Add the following new section:

1-03.1(2) Additive and Deductive Schedules

The City reserves the right to select any, all, or none of the additive and/or deductive bid schedules provided on the Proposal Form. The Contractor must complete each additive and/or deductive bid schedule to be considered a responsive bid. The Contract award will be made based on the lowest responsible and responsive total bid, including any selected additive and/or deductive bid schedules, as determined by the City.

1-03.3 Execution of Contract

(City Contracts, January 2024 City of Auburn GSP)

Revise this section to read:

Within 15 calendar days after the award date, the successful bidder shall return an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Within 20 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 7 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(City Contracts, September 2019 City of Auburn GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond shall be a combined payment and performance bond and 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 must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

(City Contracts, January 2015 City of Auburn GSP)

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).

(City Contracts, May 17, 2018 APWA GSP)

Add the following new section:

1-03.4(1) Retainage in Lieu of Contract Bond

For contracts of \$150,000 or less, the Contractor may, at the Contractor's option, authorize the Contracting Agency to retain 10% of the contract amount in lieu of furnishing a performance and/or payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

1-03.7 Judicial Review

(City Contracts, December 30, 2022 APWA GSP)

Revise this section to read:

All decisions 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 the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

(City Contracts, August 2021 City of Auburn)

Add the following new section:

1-03.8 City Determination

The City reserves the right to determine the following:

1. Whether a proposal is irregular under the terms of Section 1-02.13, and
2. Whether a bidder is not responsible under Section 1-02.14.

1-04 Scope of the Work

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

(Non-City Contracts, January 2023 City of Auburn GSP)

Revise the second paragraph to read:

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

1. Public Facility Extension Agreement (for public facility extension work)
2. City issued permit terms and conditions
3. Permit/FAC Plans
4. City of Auburn Engineering Construction Standards Part 1: Special Provisions
5. City of Auburn Engineering Construction Standards Part 2: Standard Details
6. Standard Specifications
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction

(City Contracts, January 2023 City of Auburn GSP)

Revise the second paragraph to read:

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

1. Addenda
2. Proposal Form
3. Project Specific Special Provisions
4. Contract Plans
5. City of Auburn Engineering Construction Standards Part 1: Special Provisions
6. City of Auburn Engineering Construction Standards Part 2: Standard Details
7. Standard Specifications
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction

(February 2023 City of Auburn GSP)

Supplement the section with the following:

The Contractor shall have the Contract Documents available at the job site during construction.

(January 2017 City of Auburn GSP)

Add the following new section:

1-04.3(1) Contractor-Discovered Discrepancies

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 Plans and the physical condition of the locality as represented in the Plans, or any such errors or omissions in respect to the design or mode of construction in the Plans 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 Plans 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.

(Non-City Contracts, February 2023 City of Auburn GSP)

Delete Section 1-04.4 in its entirety and replace with the following:

1-04.4 Changes

Changes in Work shall be per Chapter 2 of the Engineering Design Standards.

1-04.4(1) Minor Changes

(City Contracts, May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$25,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

(January 2017 City of Auburn GSP)

The first two sentences of the second paragraph are deleted.

1-04.5(1)A Disputes Review Board

(City Contracts, August 2021 City of Auburn GSP)

Delete this Section and its Subsections in their entirety.

1-04.6 Variation in Estimated Quantities

(City Contracts, December 30, 2022 APWA GSP, Option B)

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed

under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of the Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

1-04.11 Final Cleanup

(February 2018 City of Auburn GSP)

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

The City Right-of-Way, material sites, and all ground the Contractor occupied to do the Work shall be left neat and presentable.

(February 2018 City of Auburn GSP)

Supplement the section with the following:

Final cleanup shall also include cleaning out all newly installed 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**1-05.1 Authority of the Engineer****1-05.1(1) Oral Orders**

(August 2021 City of Auburn GSP)

Supplement this section with the following:

No oral agreement or conversation 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 or conversation shall be considered as unofficial information and in no way binding upon the City, unless subsequently put in writing and signed by the City.

1-05.1(2) Request for Information (RFI)

(City Contracts, January 2023 City of Auburn GSP)

Supplement this section with the following:

Requests for Information (RFIs) shall be made electronically and shall be transmitted via email to PWSubmittals@auburnwa.gov. The email subject line of electronic RFIs shall include the following: Project Number, Project Name, and RFI Title. Each email shall be limited to 10 MB in size.

In the event the Contractor cannot meet the 10 MB size limit for a specific RFI, the Contractor may request to submit the individual RFI as a hardcopy. Hardcopy RFIs shall be either mailed to the City of Auburn 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.

All RFIs 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.

1-05.4 Conformity with and Deviations from Plans and Stakes

(September 2016 City of Auburn GSP)

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 unless otherwise specified in these contract documents.

(January 2023 City of Auburn GSP)

Delete the fourth through seventh paragraphs of this section.

(City Contracts, July 23, 2015 APWA GSP, Option 1)

Supplement this section with the following:

Roadway and Utility Surveys

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.

(City Contracts, April 2018 City of Auburn GSP)

Supplement this section with the following:

The Contractor shall establish all 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.

(City Contracts, September 2016 City of Auburn GSP)

The Contractor shall inform the Engineer at least 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.

(City Contracts, July 23, 2015 APWA GSP, Option 2)

Supplement this section with the following:

Bridge and Structure Surveys

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.

(Non-City Contracts, January 2023 City of Auburn GSP)

Supplement this section with the following:

Bridge and Structure Surveys

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, including the following primary survey control:

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. 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.

(Non-City Contracts, April 2018 City of Auburn GSP)

Supplement this section with the following:

The Contractor shall establish all survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements. 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.

(February 2023 City of Auburn GSP)

Add the following new subsection to this section:

1-05.4(1) Monuments

The Contractor shall work to preserve the existing monumentation as provided in RCW 58.09.130 and WAC 332-120. The Contractor shall notify the Engineer immediately if it becomes apparent that a survey marker will be disturbed due to construction. The Contractor shall allow ample time for the Engineer and/or Contractor, as applicable, to acquire adequate information so that the monument may be replaced by the Contractor in its original position after construction.

(City Contracts, February 2023 City of Auburn GSP)

Add the following new subsection to this section:

1-05.4(2) Contracting Agency Provided Construction Staking

1-05.4(2)A General

As used in this Section 1-05.4, the words, "stake," "mark," "marker," or "monument" will be deemed to include any kind of survey marking, whether or not set by the Contracting Agency.

1-05.4(2)B Control Stakes

The Engineer will supply construction stakes and marks establishing lines, slopes and grades in accordance with this Section of these Special Provisions. The Contractor shall assume full responsibility for detailed dimensions, elevations, and excavation slopes measured from these Engineer furnished stakes and marks.

A claim by the Contractor for extra compensation by reason of alterations or reconstruction work allegedly due to error in the Engineer's line and grade will not be allowed unless the original control points set by the Engineer still exist, or unless the Contractor can provide other satisfactory substantiating evidence to prove the error was caused by incorrect Engineer furnished survey data. Three consecutive points set on line or grade shall be the minimum points used to determine any variation from a straight line or grade. Any such variation shall, upon discovery, be reported to the Engineer.

The Contractor shall provide a work site clear of equipment, stockpiles and obstructions which has been prepared and maintained to permit construction staking to proceed in a safe and orderly manner. The Engineer will stake a finite amount of work in a single day in accordance with Section 1-05.4(1)C of these Special Provisions.

Stakes that constitute reference points for all construction work will be conspicuously marked with an appropriate color of flagging tape. It will be the responsibility of the Contractor to inform its employees and subcontractors of the importance and necessity to preserve the stakes.

1-05.4(2)C Survey Requests

It shall be the Contractor's responsibility to properly schedule survey work and coordinate staking requests with construction activities. The Engineer may be reasonably expected to stake any one of the following items, in the quantity shown, in a single day:

Roadway grading	+/-1500 lineal feet of centerline
Storm or sanitary sewer	Approximately 8-10 structures
Water main	+/-1500 lineal feet of pipe
Curb and gutter	+/-1300 lineal feet (one side only)
Base and top course	+/-1000 lineal feet of centerline
Slope staking	+/-800-1200 lineal feet (top and toe)
Illumination/signalization	Approximately 15-20 structures

Actual quantities may vary based on the complexity of the project, line of sight considerations, traffic interference, properly prepared work site, and other items that could affect production.

The Contractor shall be aware that length does not always translate directly into stationing. For example, a survey request for storm sewer pipe from Station 3+00 to 8+00 is 500 lineal feet in length. There may be 1000 lineal feet, or more, of storm sewer pipe, if the pipe is placed on both sides of the roadway and interconnected.

The Contractor shall provide staking requests at least three (3) working days before the Engineer needs to begin the staking operation. If the work site is obstructed so that survey work cannot be done, a new survey request shall be submitted by the Contractor so that the

survey work can be rescheduled once the site is properly prepared. An additional 3 working days may be required to complete the rescheduled work.

The Contractor shall work to preserve stakes and marks set by the Engineer. The Contracting Agency will deduct from payments due the Contractor all costs to replace such stakes, marks, carelessly or willfully damaged or destroyed by the Contractor's operation. A new survey request shall be submitted by the Contractor to replace the damaged or destroyed stakes. An additional 3 working days may be required to complete the request.

If the removal of a control stake or monument is required by the construction operations of the Contractor or its subcontractors, and advance notice of at least three (3) working days is given to the Engineer, the Engineer will reference, remove, and later replace the stakes at no cost to the Contractor.

The Contractor is not entitled to an extension of time, as provided for in Section 1-08.8 as a result of any replacement of control stakes.

1-05.4(2)D Staking Services

The Contractor shall determine appropriate construction stake offset distances to prevent damage to stakes by its construction equipment.

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. Cut or fill stakes for establishing grade and embankments,
2. Curb or gutter grade stakes,
3. Centerline finish grade stakes for pavement sections wider than 25 feet as set forth in Section 1-05.5(5), subsection 2, and
4. Offset points to establish line and grade for underground utilities such as water, sewers, storm drains, illumination and signalization.

No intermediate stakes shall be provided between curb grade and centerline stakes.

The Contractor shall provide enough safe areas to permit the Engineer to set those points and elevations that are the responsibility of the Contracting Agency and to perform random checks of the surveying performed by the Contractor.

Roadway and Utility Surveys

The Engineer will furnish the following stakes and reference marks:

- Clearing Limits - One set of clearing limit stakes will be set at approximately 50-foot stations or as needed.
- Rough Grading - One set of rough grade stakes will be set along the construction centerline of streets at 50-foot stations as required. (If superelevations require intermediate stakes along vertical curves, the Engineer will provide staking at closer intervals.) One set of primary cut and fill stakes will be set for site work. One set of secondary final grade cut and fill stakes will be set where deemed applicable as determined by the Engineer.
- Storm Sewers - Two cut or fill stakes for each inlet, catch basin or manhole will be set at appropriate offsets to the center of the structure. After installation and backfill, inverts will be checked for correctness.
- Sanitary Sewers - Two cut or fill stakes for each manhole or cleanout location will be set at appropriate offsets to the center of the structure. After installation and backfill, inverts will be checked for correctness.

- Water Main - One set of line stakes will be furnished for water mains at 50-foot stations. Additionally, two reference stakes for each valve, hydrant, tee and angle point location will be set concurrently with these line stakes.
- Staking for Embankments - Catch points and one-line stake will be set in those cases where the vertical difference in elevation from the construction centerline to the toe or top of a cut or fill slope exceeds 3 feet. In all other areas, stakes shall be set at an appropriate offset to the street centerline to allow for the preservation of said offsets through the rough grading phase. In both cases the stakes shall be clearly marked with appropriate information necessary to complete the rough grading phase.
- Curb and Gutters - One set of curb and gutter stakes shall be set at an appropriate offset at 25-foot intervals, beginning and end points of curves and curb returns, wheelchair ramps, driveways, and sufficient mid-curve points to establish proper alignment.
- Base and Top Course – When deemed appropriate by the Engineer, one set of final construction centerline grade hubs will be set for each course, at not less than 50-foot stations. No intermediate stakes shall be provided unless superelevations require them. In those circumstances, one grade hub left and right of construction centerline at the transition stations will be set at an appropriate offset to centerline not less than 25-foot stations.
- Adjacent or Adjoining Wetlands - One set of stakes delineating adjacent wetland perimeters will be set at 25 to 50-foot stations as required.
- Illumination and Traffic Signals System - One set of stakes for luminaires and traffic signal pole foundations will be set as required. One set of stakes for vaults, junction boxes, and conduits will be set, only if curb and gutter is not in place at the time of the survey request. If curb and gutter is in place, staking for vaults, junction boxes, and conduits will be provided at an additional expense to the Contractor.

When deemed appropriate by the Engineer, cut sheets will be supplied for curb, storm, sanitary sewer and water lines. Cuts or fills may be marked on the surveyed points but should not be relied on as accurate until a completed cut sheet is supplied.

The Contractor is responsible for staking all other items deemed necessary to construct the project per the Plans and Specifications. All costs associated with Contractor staking shall be incidental to the Work and be included in the Contract unit prices.

1-05.7 Removal of Defective and Unauthorized Work

(January 2023, City of Auburn 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. 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 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.

(City Contracts, January 2023 City of Auburn GSP)

Supplement this section with the following:

Payment will be deducted by the Engineer from monies due, or to become due, the Contractor for costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, the Contractor failed or refused to perform.

No adjustment in 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.

1-05.10 Guarantees

(September 2016 City of Auburn GSP)

Supplement this section with the following:

Unless otherwise indicated in the Contract, the work performed under these Contract Documents shall be guaranteed for a period of one year beyond the "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 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

(Non-City Contracts, February 2023 City of Auburn GSP)

Replace this section with the following:

When the Contractor considers the work to be substantially complete, the Contractor shall request the Engineer to perform inspections and provide a punch list of any completed work requiring correction. The Contractor's request shall list the specific items of work that remain to be completed. After receiving the punch list and completing the corrections and outstanding work, the Contractor will request additional inspections as needed until the Engineer has determined that all Work is physically complete. This determination is one of the requirements associated with Final Acceptance.

In order for the Work to be considered physically complete, the Contractor must have completed all start-up and operational testing of systems such as 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 determining that the work is physically complete. 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. 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 Work is not considered physically complete until testing and corrections have been completed to the satisfaction of the Engineer.

(City Contracts, October 1, 2005 APWA GSP)

Delete the entire section and replace with the following, including subsections:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

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

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

(City Contracts, October 1, 2005 APWA GSP)

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

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

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

1-05.11(3) Operational Testing

(City Contracts, 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

(City Contracts, October 2021 City of Auburn GSP)

Revise the first paragraph to read:

The Contractor must perform all obligations under the Contract before a Completion Date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the Contract shall not bar the Contracting Agency from unilaterally accepting the Contract as provided in Section 1-09.9. Progress estimates or payments shall not be construed as acceptance of any Work under the Contract.

1-05.13 Superintendents, Labor, and Equipment of Contractor

(City Contracts, September 2013 City of Auburn GSP)

Revise the seventh paragraph to read:

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

(August 2015 City of Auburn GSP)

Add the following new section:

1-05.14 Cooperation with Other Contractors**1-05.14(1) Cooperation with Others**

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.

(City Contracts, October 1, 2005 APWA GSP)

Add the following new section:

1-05.16 Water and Power

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.

(Non-City Contracts, February 2023 City of Auburn GSP)

Add the following new section:

1-05.16 Water and Power

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work.

(January 2023 City of Auburn GSP)

Add the following new section:

1-05.17 Construction Record Drawings

The following requirements are intended to provide the project Contractor with the information necessary to furnish the City with satisfactory Construction Record Drawings:

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

Record Drawings may be in electronic format (PDF); however, all requirements of this section shall be met.

2. The Construction Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as "Construction Record Drawings". The Construction Record Drawings, either hard copy version or electronic format, shall be accessible on site, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the hard copy Construction Record Drawings to each progress meeting or bring an accessible electronic version for review when such meetings are included in the Contract.
3. The quality of the Construction Record Drawings, in terms of accuracy, clarity, and completeness, shall be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings and electronic PDF drawings to produce a complete set of Construction As-builts for the Contracting Agency without further investigative effort by the Contracting Agency.
4. The Construction Record Drawings shall identify all existing or abandoned utilities that were encountered during construction that were not shown on the approved construction drawings.
5. The Construction 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 Construction Record 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-feet 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

Water 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 ¼-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
- Curb ramp (steepest grade to the nearest 0.1% of the ramp, wings, and landing), (indication if curb ramp has associated Maximum Extents Feasible (MEF) documentation with date of MEF approval)

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
- Power meter number and address
- Fixture information (wattage, model number, AMI radio number)
- Davit arm length

Signalization:

- Location of signal poles, junction boxes, service cabinets, and controllers to the nearest 1-foot horizontal
 - Power meter number and address
6. At the time the Contractor transmits the comprehensive redline Construction Record 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 "Construction Record Drawings" as specified herein prior to achieving physical completion.

These Construction Record Drawings shall be kept current during the course of construction by the Contractor and be available for review upon request by the Engineer. The Contractor shall certify on the Construction Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit an electronic copy (PDF) of the final Construction Record Drawings to the Contracting Agency.

(City Contracts, January 2023 City of Auburn GSP)

Supplement this section with the following:

Contracting Agency acceptance of the Construction Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for each of the following Bid items that are included in the Proposal:

"Construction Record Drawings (Minimum Bid \$_____)", Lump Sum

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Construction Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item.

1-06 Control of Material

1-06.1 Approval of Materials Prior to Use

(City Contracts, October 2021 City of Auburn GSP)

Section 1-06.1 is supplemented with the following:

For each proposed material that is required to be submitted for approval using either the QPL or RAM process identified in Section 9-38.1(2) (Request for Submittal Approval (RSA) Form Instructions) the Contractor will be allowed to submit for approval two materials per material type at no cost. Additional materials may be submitted for approval and will be processed at a cost of \$150.00 per material submitted by QPL submittal and \$500.00 per material submitted by RAM. All costs for the processing additional materials will be deducted from

monies due or that may come due to the Contractor. Subject to a request by the Contractor and a determination by the Engineer the costs for processing may be waived.

1-06.1(2) Request for Approval of Material (RAM)

(February 2019 City of Auburn GSP)

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

The RAM shall be prepared by the Contractor in accordance with the instructions identified in Section 9-38.1(2) (Request for Submittal Approval (RSA) Form Instructions) and be submitted to the Engineer for approval before the material is incorporated into the Work.

1-06.6 Recycled Materials

(City Contracts, January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

1-07 Legal Relations and Responsibilities to the Public**1-07.1 Laws to be Observed**

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, 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

(City Contracts, 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).

(January 2023 City of Auburn GSP)

Supplement this section with the following:

1-07.2(4) Location Code Number

The Location Code Number for projects located in King County is 1702, and for projects in Pierce County is 2724.

1-07.5 Environmental Regulations

(October 2021 City of Auburn GSP)

Add the following new subsection:

1-07.5(8) City of Auburn Requirements

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 98001. The City recommends that bidders review such materials before submitting sealed proposals.

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

City of Auburn Code – Titles 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 – Chapter 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

(June 2022 City of Auburn GSP)

The first sentence of the first paragraph is revised to read:

The Contractor shall become familiar with all permits and licenses obtained or to be obtained and shall be responsible for and ensure that all their requirements are met.

(City Contracts, January 2023 City of Auburn GSP)

Supplement this section with the following:

All required permits and licenses for this project shall be obtained and paid for by the Contractor. The cost associated with obtaining any permit(s) shall be included in the unit bid item prices.

(February 2023 City of Auburn GSP)

Supplement this section with the following:

Except as may be provided otherwise in the Contract, if the Contractor wishes to utilize private property for a construction staging yard, the Contractor may be required to obtain a Temporary Use Permit and other permits as may be applicable, for use of the property for those purposes.

1-07.11 Requirements for Nondiscrimination

1-07.11(2) Contractual Requirements

(December 2016 City of Auburn GSP)

Supplement this section with the following:

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

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.

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 Contractor's Responsibility for Work

1-07.13(2) Relief of Responsibility for Completed Work

(City Contracts, March 2018 City of Auburn GSP)

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 Payment of the entire Contract. This includes all vandalism, theft, and acts of God or nature.

1-07.15 Temporary Water Pollution Prevention

(October 2021 City of Auburn GSP)

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 the Contract Specifications.

1-07.16 Protection and Restoration of Property

(December 2016 City of Auburn GSP)

Supplement this section with the following:

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 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. 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. 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.

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

(December 2022 City of Auburn GSP)

Add the following new section:

1-07.16(1)D Protection and Restoration of Existing Markers and Monuments

All existing survey monuments and property corner markers shall be protected from movement by the Contractor. RCW 58.24.040(8) and WAC 332-120 and their rules shall apply to all existing survey markers and/or monuments that must be removed for construction purposes. When survey markers and/or monuments are disturbed, they 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. 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

(August 2, 2010 WSDOT GSP)

Section 1-07.16(2) is supplemented with the following:

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

1-07.17 Utilities and Similar Facilities

(June 2018 City of Auburn GSP)

Supplement this section with the following.

For the purpose of determining vertical clearance requirements for overhead power and communication lines, all public and private streets within the City of Auburn shall be considered conventional highways and are subject to the requirements stated in WAC 468-34-290 unless otherwise determined by the City Engineer.

(February 2023 City of Auburn GSP)

Supplement this section with the following.

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

A list of utilities and known contact persons will be available at the pre-construction conference for the Contractor's convenience.

The Contractor is responsible for any breakage of utilities or services resulting from their operations.

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. 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.

The Contractor shall be responsible for securing private locate services where One-Number Locator Services do not cover (such as property outside the public right of way).

1-07.17(1) Utility Construction, Removal, or Relocation by the Contractor

(City Contracts, April 2017 City of Auburn GSP)

Supplement this section with the following:

The temporary removal, replacement, bracing or holding of any utility or structure, including power and telephone poles, required to accomplish the work, shall be included in the contract price(s) for the bid item(s) involved. Raising, lowering or horizontal relocation of existing water services not requiring additional material, where such relocation is required to accommodate other work, shall be included in the contract price(s) for the bid item(s) involved.

(February 2023 City of Auburn GSP)

Add the following new section:

1-07.17(1)A Disruptions to City Water Services

All water service shutdowns caused by construction activities shall be requested by the Contractor a minimum of 4 working days in advance of the proposed shutdown, shall be approved by the City a minimum of 2 working days before the shutdown, and shall be performed by City Water Utility staff. The Contractor shall schedule Work such that all water service disruptions are limited to 4 hours. The City does not guarantee a complete dry system following any water shutdown.

(City Contracts, February 2023 City of Auburn GSP)

Supplement this section with the following:

All costs for dewatering following a water shutdown shall be included in the unit bid prices of the work involved.

(November 2019 City of Auburn GSP)

Add the following new section:

1-07.17(1)B Utility Potholing**1-07.17(1)B(1)General**

The Contractor shall physically locate, uncover, and document the location of underground utilities at the locations identified in the plans. 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 per Section 9-38 (Submittal 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.

(City Contracts, February 2017 City of Auburn GSP)

Add the following new section:

1-07.17(1)B(2)Measurement

(February 2023 City of Auburn GSP)

“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. No measurement will be made for potholes that do not meet the above criteria.

(City Contracts, January 2017 City of Auburn GSP)

Add the following new section:

1-07.17(1)B(3)Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“Utility Potholing”, Per Each

Payment for “Utility Potholing” will include all costs for locating, uncovering, and documenting the underground location of utilities, as well as all subsurface and surface restoration measures.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(Non-City Contracts, February 2024 City of Auburn GSP)

The Contractor will procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work by the Contractor, the Contractor's agents, representatives, employees, and subcontractors. The Contractor is responsible for the cost of insurance.

The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein, will not be construed to limit the liability of the Contractor to the coverage provided by the insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The Contractor's required insurance will be of the types and coverage as stated below:

- A. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage will be at least as broad as Insurance Services Office (ISO) form CA 00 01. Automobile Liability insurance will include a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- B. Commercial General Liability insurance will be at least as broad as ISO occurrence form CG 00 01 and will cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance will be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There will be no exclusion for liability arising from explosion, collapse, or underground property damage. The City will be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01, or substitute endorsements providing at least as broad coverage. The limits for the Commercial General Liability insurance policy will be no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products- completed operations aggregate limit.
- C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance is only required for Work that includes public buildings or public structures with an estimated value of \$1,000,000 or more, and as determined to be required by the City Engineer. Builders Risk insurance will be on a special perils policy form and will insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance will include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City based on a written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance will be maintained until the City has granted substantial completion of the project. Builder's Risk Insurance will be written in the amount of the completed value of the project with no coinsurance provisions.

The Contractor's Automobile Liability, Commercial General Liability, and Builders Risk (if required) insurance policies will be primary insurance as respect to the City. Any Insurance,

self-insurance, or self-insured pool coverage maintained by the City will be in excess of the Contractor's insurance.

The Contractor will assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Contractor will furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance before beginning work. Before any exposure to loss may occur, the Contractor will file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project. The City may request that the Contractor furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

The Contractor will cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance, except the Contractor will have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor will ensure that the City is an additional insured on every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

The Contractor will provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of that notice.

Should the Contractor fail to maintain the insurance as required the City may, after giving five business days' notice to the Contractor, take actions to protect the interests of the City, which may include, but are not limited to one or more of the following: order suspension of all construction activities, revoke permits issued to the Contractor and its contractors, pursue remedy through the Contractor's surety, and terminate the FAC Agreement associated with the work (if applicable).

1-07.18 Insurance

(City Contracts, January 4, 2024 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.
- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

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

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

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

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

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:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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
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1-07.18(5)C Workers' Compensation

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

1-07.18(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 \$1 million 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 LHWCA Insurance

(January 4, 2016 APWA GSP)

If this Contract involves work on or adjacent to Navigable Waters of the United States, the Contractor shall procure and maintain insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

Such policy must provide the following minimum limits:

\$1,000,000	Bodily Injury by Accident – each accident
\$1,000,000	Bodily Injury by Disease – each employee
\$1,000,000	Bodily Injury by Disease – policy limits

1-07.18(5)J Pollution Liability

(January 4, 2016 APWA GSP)

The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

1. Contractor's operations related to this project.
2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 1-07.18(2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:

\$1,000,000 each loss and \$2,000,000 annual aggregate

1-07.23 Public Convenience and Safety

(January 2023 City of Auburn GSP)

Supplement this section with the following:

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.

1-07.23(1) Construction Under Traffic

(January 2020 City of Auburn GSP)

Supplement this section with the following:

All unattended excavations shall be barricaded at all times.

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.

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 included in the appropriate unit bid prices for the work involved.

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.

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

Signal downtime will not be allowed Monday thru Friday between the hours of 6:00 AM and 9:00 AM and between 3:00 PM and 6:00 PM.

(October 2021 City of Auburn GSP)

Supplement this section with the following:

Temporary 'Traffic Signal Revision' signs and signal placards installed per Section 1-10.3(3)N (Temporary Signage for Roadway Traffic Revisions) shall remain in place at each site for a minimum of 6 weeks once work at each individual site is complete and the new signal revisions are operational. Once all physical work is complete at each site and all traffic signals have been deemed operational by the Engineer, the Contract will be placed into suspension until such time when the temporary traffic revision signage and placards can be removed.

(February 2023 City of Auburn GSP)

Add the following new section:

1-07.23(1)A Dust and Mud Control and Street Cleaning

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). A copy of the City's SWMM manual can be found on the City's website at auburnwa.gov under publications and forms.

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.

(City Contracts, February 2023 City of Auburn GSP)

Supplement this section with the following:

Payment for dust and mud control and street cleaning shall be included in the unit contract prices for the bid items for which the dust, mud control, and street cleaning work is associated with, and no additional compensation will be made, except for "Water" per M gal., if shown as a bid item in the Proposal.

No compensation shall be made to the Contractor to implement additional erosion control measures that are caused by dust and mud control activities.

(February 2023 City of Auburn GSP)

Add the following new section:

1-07.23(1)B Daily Cleanup and Maintenance Items

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.

Upon written notice from the Engineer, 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 at the Contractor's costs.

(City Contracts, February 2023 City of Auburn GSP)

Supplement this section with the following:

The City may 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

(February 2023 City of Auburn GSP)

Supplement this section with the following:

The Contractor shall submit a written procedure to the Engineer for approval per Section 9-38 (Submittal Approval) for routing and maintenance of traffic.

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 15 working 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 its 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. 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 10 working 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 10 working days advance written notification to the local public transportation organization(s), transit service organizations, Auburn School District Transportation Department, Valley Regional Fire Authority Fire Marshal's Office, and Auburn 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 allow 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 10 working 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.

(City Contracts, February 2023 City of Auburn GSP)

Supplement this section with the following:

If the Contractor neglects to remove materials or obstructions and return streets, sidewalks, driveways, and roads in suitable condition for traffic within 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.

(City Contracts, August 2021 City of Auburn GSP)

Add the following new section:

1-07.23(4) Payment

Payment for all Contract requirements specified in Section 1-07.23 (Public Convenience and Safety) and subsections thereof, shall be included in the appropriate unit bid prices for the Work involved, unless otherwise specified.

1-07.24 Rights of Way

(City Contracts, September 2016 City of Auburn GSP)

Delete this section and replace it with the following:

Street right-of-way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's 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. If easement agreements were obtained by the City as part of this project, they are included in the Appendix. 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 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.

(January 2023 City of Auburn GSP)

Add the following new section:

1-07.29 Haul Routes

Prior to moving any materials or equipment on public streets, the Contractor shall submit a haul route plan to the Engineer for approval per Section 9-38 (Submittal Approval). The plan must be submitted 10 working days prior to hauling. The Engineer must approve the haul route plan before hauling begins.

If the Contractor hauls materials or equipment without an approved haul route plan or not in accordance with an approved haul route, the Contractor may be assessed penalties per Section 1-08.9(1) (Penalties). The assessment of penalties is at the sole discretion of the Engineer.

1-08 Prosecution and Progress

(Non-City Contracts, February 2023 City of Auburn GSP)

Add the following new section:

1-08.0 Preliminary Matters

1-08.0(1) Preconstruction Conference

(Non-City Contracts, December 2019 City of Auburn GSP)

Prior to beginning construction work a preconstruction conference will be scheduled between the Contractor, the Engineer and such other interested parties as may be invited.

The purpose of the preconstruction conference will be:

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

The Contractor shall prepare and submit electronically 1 working day prior to the preconstruction conference, the following, per Section 9-38 (Submittal Approval):

1. Preliminary progress schedule.
2. SPCC Plan per Section 1-07.15(1) of the Contract Documents.

In addition, the Contractor shall prepare and submit electronically 1 working day prior to the preconstruction conference:

1. Emergency Call List; and
2. A Preliminary Schedule of Submittals

1-08.0(2) Hours of Work

(Non-City Contracts, February 2023 City of Auburn GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, normal working hours shall be from between 7:00 a.m. and 6:00 p.m. Monday through Friday. If the Contractor desires different than the normal working hours stated above, the request

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 5 working days prior to the day(s) the Contractor is requesting to change the hours.

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.

(City Contracts, December 2021 City of Auburn GSP)

Add the following new section:

1-08.0 Preliminary Matters**1-08.0(1) Preconstruction Conference**

Following notice of award of the contract by the City, a preconstruction conference will be scheduled between the Contractor, the Engineer, and such other interested parties as may be invited.

The purpose of the preconstruction conference will be:

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

The Contractor shall prepare and submit electronically 1 working day prior to the preconstruction conference, the following, per Section 9-38 (Submittal Approval):

1. A breakdown of all lump sum payment items, except for the lump sum payment items for:
 - Traffic Control Supervisor; and
 - Mobilization; and
 - Record Drawings
2. Preliminary progress schedule.
3. SPCC Plan per Section 1-07.15(1) of the Contract Documents.

In addition, the Contractor shall prepare and submit electronically 1 working day prior to the preconstruction conference:

1. Requests to Sublet for all remaining subcontractors not included in the bid submittal which must be approved prior to payment;
2. Emergency Call List; and
3. Schedule of equipment and labor rates for force account payment, as outlined in Section 1-09.6 (Force Account).

(City Contracts, December 8, 2014 APWA GSP)

Add the following new section:

1-08.0(2) Hours of Work

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 5 working 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.

(City Contracts, February 2016 City of Auburn GSP)

Supplement this section with the following:

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.

1-08.1 Subcontracting

(City Contracts, December 2016 City of Auburn GSP)

Supplement this section 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.

1-08.3 Progress Schedule

1-08.3(1) Progress Schedule Types

(City Contracts, December 2016 City of Auburn GSP)

Supplement this section with the following:

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) General Requirements

(City Contracts, May 2020 City of Auburn GSP)

Supplement this section with the following:

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

The Engineer will periodically check actual progress of the work against the progress schedule. If 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)A Type A Progress Schedules

(City Contracts, March 2018 City of Auburn GSP)

Replace this section with the following:

The Contractor shall submit a Type A Progress Schedule in accordance with Section 9-38 (Submittal Approval) 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 10 calendar days of receiving the submittal.

1-08.3(5) Payment

(City Contracts, October 2021 City of Auburn GSP)

Replace this section with the following:

The cost of preparing the progress schedule, maintaining and submitting any supplementary progress schedules, and providing weekly schedules shall be included in the unit contract bid item prices for other work.

(City Contracts, January 2023 City of Auburn GSP)

Add the following new section:

1-08.3(7) Progress Meeting

At a minimum, weekly progress meetings will be conducted with the Contractor and City personnel. Additional meetings may be required for coordination of Contractor work with other contractors, agencies, or interested parties.

The determination of time, place, and frequency of required progress meetings will be established at the Preconstruction Conference for this contract.

1-08.4 Prosecution of the Work

(Non-City Contracts, February 2023 City of Auburn GSP)

Delete the first paragraph and replace it with the following:

The Contractor shall not commence with the work until 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 diligently pursue the work to be completed within the existing public Right-of-way in the agreed upon timeframe. This timeframe shall be established by the submittal and acceptance of a construction schedule addressing all items of work and their completion

(City Contracts, June 2020 City of Auburn GSP)

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

1-08.4 Notice to Proceed and Prosecution of the Work

The Notice to Proceed Date shall be within 10 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 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 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

(City Contracts, September 2016 City of Auburn GSP)

Revise the last sentence of the first paragraph to read:

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.

(City Contracts, January 2023 City of Auburn GSP)

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. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct.

(City Contracts, March 2022 City of Auburn GSP)

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 the City issuing final payment:

- a. Material Acceptance Certification Documents
- b. Property owner releases per Section 1-07.24

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. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.

- c. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

(City Contracts, January 2023 City of Auburn GSP)

Supplement this section with the following:

The entire project, including cleanup, shall be physically completed within the Contract 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

(City Contracts, November 2019 City of Auburn GSP)

Supplement this section with the following:

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Contract suspension, the Contractor shall, submit to the Engineer evidence of purchase orders made for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders and supplier invoices for the critical materials. Such supplier invoices and/or purchase orders shall indicate the purchase order date and 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.

1-08.9 Liquidated Damages

(City Contracts, March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$LD = 0.15C/T$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

(City Contracts, October 2021 City of Auburn GSP)

Add the following new section:

1-08.9(1) Penalties

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 \$1,500 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.

(Non-City Contracts, February 2023 City of Auburn GSP)

Add the following new section:

1-08.9(1) Penalties

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 City may, take actions to protect the interests of the City, which may include, but are not limited to one or more of the following: order suspension of all construction activities, revoke permits issued to the Contractor and its contractors, pursue remedy through the Contractor's surety, terminate the FAC Agreement associated with the work (if applicable), and assess penalties as defined in Auburn City Code Section 9.90.030, as applicable.

1-09 Measurement and Payment

1-09.1 Measurement of Quantities

(City Contracts, December 2016 City of Auburn GSP)

Supplement this section with the following:

The quantities shown in the Proposal and Contract forms are estimates only, being given only as a basis for bid comparisons. The basis of payment for each bid item will be the actual work performed and measured in accordance with the Contract.

Where items are specified to be paid for by the ton, the Contractor is responsible for providing a certified weight ticket to the Project Inspector for each truckload delivered. Pay quantities

will be prepared on the basis of these weight tickets, and tickets not received by the Inspector will not be honored for payment.

1-09.2 Weighing Equipment**1-09.2(1) General Requirements for Weighing Equipment**

(City Contracts, September 2021 City of Auburn GSP)

Supplement this section with the following:

Electronic Truck Tickets shall be made electronically and shall be transmitted via e-mail as a PDF to PWTruckTickets@auburnwa.gov. The e-mail subject line of electronic Truck Ticket's shall include the following: Project Number, Project Name, Truck Ticket Number.

Emailed truck tickets shall be grouped and combined into one email by delivery date when possible.

In the event the Contractor cannot provide electronic truck tickets, the Contractor may request to submit them as a hardcopy. Hardcopy truck tickets shall be submitted within 2 working days of when the materials were delivered to the project site to receive payment.

1-09.2(5) Measurement

(City Contracts, December 30, 2022 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

1-09.3 Scope of Payment

(City Contracts, September 2021 City of Auburn GSP)

Supplement this section with the following:

A separate delivery ticket for each truckload of bulk material (gravel, crushed rock, etc.) shall be furnished to the City. Truck tickets that are not submitted within 2 working days of when the materials were delivered to the project site shall not be accepted for payment.

There will be no separate payment for "haul" for any bid item or portion thereof in this Contract, unless specified otherwise. 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

(City Contracts, April 2006 City of Auburn GSP)

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

- b. 1-09.6 (Force Account)

1-09.6 Force Account

(City Contracts, December 30, 2022 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.

(City Contracts, February 2017 City of Auburn GSP)

Supplement this section with the following:

All force account work shall be accounted for daily and entered by the Contractor onto the City of Auburn 'Daily Report of Force Account Worked' form (Force Account form). The City Inspector will sign the Force Account form in the field, however compensation for the work indicated is subject to Engineer approval. The signature on the form from the Inspector does not constitute Engineer approval. The contractor shall provide labor and equipment details for force account work to the City before work begins.

1-09.8 Payment for Material on Hand

(City Contracts, April 2017 City of Auburn GSP)

Supplement this section with the following:

Payment for materials on hand shall only be considered if, in the sole opinion of the engineer, the material is stored in a safe, secure, and controlled environment.

1-09.9 Payments

(City Contracts, March 2022 City of Auburn GSP)

Delete this section and replace it 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.

Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

The Contractor shall sign electronically using the software provided by the Contracting Agency and return the Final Pay Estimate as indicated in this section.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Pay Estimate to be signed by the Contractor. The Contractor's signature on such Final Pay Estimate shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Pay Estimate.

If the Contractor fails, refuses, or is unable to sign and return the Final Pay Estimate or any other documentation required before Contract Completion and final acceptance can occur, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral Contract Completion and final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending unilateral establishment of a Completion Date and final acceptance will be provided by certified letter or email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the signed Final Pay Estimate. The 30 calendar day period will begin on the date the certified letter or email with delivery confirmation is received by the Contractor, whichever occurs first. The date the Contracting Agency unilaterally signs the Final Pay Estimate shall then constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

The Contractor shall submit to the City, no later than 3 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.

Final payment does not constitute Final Acceptance of the Contract Work.

1-09.9(1) Retainage

(City Contracts, January 2023 City of Auburn GSP)

Supplement this section with the following:

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 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.

1-09.11 Disputes and Claims

1-09.11(2) Claims

(City Contracts, August 2021 City of Auburn GSP)

Revise the first paragraph to read:

If the Contractor claims that additional payment is due and the Contractor has pursued and exhausted all the means provided in Sections 1-04.5 and 1-04.5(1) to resolve a dispute, the Contractor may file a claim as provided in this section. The Contractor shall submit to the Engineer written notification of intent to file a Certified Claim within 14 calendar days from the issuance of the Engineer's determination on merit of the protest pursuant to Section 1-04.5. The Contractor agrees to waive any claim for additional payment if the written notifications provided in Section 1-04.5 are not given, or if the Engineer is not afforded reasonable access by the Contractor to complete records of actual cost and additional time incurred as required by Section 1-04.5, or if a claim is not filed as provided in this section. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the Engineer access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the Certified Claim.

1-09.11(3) Time Limitation and Jurisdiction

(City Contracts, September 2021 City of Auburn GSP)

Delete this section and replace it with the following:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 30 calendar days from the date the of Contract Completion and final acceptance as indicated in Section 1-09.9; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of King County unless otherwise agreed in writing by the parties. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

(City Contracts, August 2021 City of Auburn GSP)

Section 1-09.13 (Claims Resolution) is deleted.

1-10 Temporary Traffic Control**1-10.1 General**

(City Contracts, February 2023 City of Auburn GSP)

Supplement this section with the following:

The Contractor is responsible for distributing City provided informational flyers to affected property owners. 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. The Contractor shall provide traffic control for City provided inspection, testing, and survey as requested by the Engineer.

(Non-City Contracts, February 2023 City of Auburn GSP)

Supplement this section with the following:

When specified on the Plans, issued as a permit condition, or otherwise directed by the City, the Contractor is responsible for distributing informational flyers to affected property owners. The flyers shall be hand-delivered to these properties before the start of construction and shall include the name of the project, general contractor contact information, approximate date for start and completion of construction activities. The Contractor shall provide traffic control for City provided inspection, testing, and survey as requested by the Engineer.

1-10.2 Traffic Control Management**1-10.2(2) Traffic Control Plans**

(City Contracts, February 2023, City of Auburn GSP)

Supplement this section with the following:

When traffic control Plans and/or pedestrian accommodation Plans are included with the Contract Documents, they 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.

(February 2023, City of Auburn GSP)

Supplement this section with the following:

The Contractor shall prepare Traffic Control Plans that 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 5 working days in advance of the time the traffic control devices, including signs, are scheduled to be installed and utilized. Traffic Control Plans and Pedestrian Accommodation Plans shall be submitted per Section 9-38.1 (Submittals) and shall include the City’s Traffic Control Plan Checklist with each submittal. 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).

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 shall be in accordance with the applicable Standard Plans.

1-10.3 Traffic Control Labor, Procedures, and Devices

1-10.3(1) Traffic Control Labor

1-10.3(1)B Other Traffic Control Labor

(February 2023 City of Auburn GSP)

Supplement this section with the following:

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 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. Contractor shall notify the Engineer prior to the use of outside agency police services.

(City Contracts, February 2023 City of Auburn GSP)

Supplement this section with the following:

When included in the Proposal, the City will reimburse the Contractor for the cost of uniformed police officers services as indicated in Section 1-10.5 (Payment) of these Special Provisions. If not included in the Proposal, cost of uniformed police services shall be incidental to the Contract and no additional payment shall be made.

1-10.3(3) Traffic Control Devices**1-10.3(3)A Construction Signs**

(City Contracts, December 2016 City of Auburn GSP)

Supplement this section with the following:

When included in the Proposal, the Contractor shall provide and install "Construction Site Sign(s)" in accordance with the contract documents 2 working days in advance of any on site construction activities. Installation of the signs shall be in accordance with Section 1-10.3(3) (Construction Signs) and the applicable City of Auburn Standard Detail.

(April 2018 City of Auburn GSP)

Add the following new section:

1-10.3(3)N Temporary Signage for Roadway Traffic Revisions

Temporary "Traffic Revision Ahead" (W20-901) signs with two warning flags shall be installed in advance of roadway projects that include traffic revisions. Temporary "New Signal Ahead" (W20-902) signs with two warning flags shall be installed in advance of the intersection on all approaches to the new signal. Temporary "Traffic Signal Revision" (W20-903) signs with two warning flags shall be installed in advance of each intersection approach with signal modifications. A 12-inch x 12-inch warning placard shall be affixed to the top of each signal head being modified. 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**1-10.4(2) Item Bids with Lump Sum for Incidentals**

(City Contracts, January 2023 City of Auburn GSP)

Revise the fifth and sixth paragraphs to read:

"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.

1-10.5 Payment**1-10.5(2) Item Bids With Lump Sum for Incidentals**

(City Contracts, January 2023 City of Auburn GSP)

Supplement this section with the following:

Payment will be made for each of the following Bid items when included in the Proposal:

"Flaggers (Min. Bid _____ per hour)", Per Hour

"Traffic Control Labor (Min. Bid _____ per hour)", Per Hour

"Other Temporary Traffic Control", Per Lump Sum

"Sequential Arrow Sign", Per Day

“Portable Changeable Message Sign”, Per Day

“Outside Agency Uniformed Police Flagging Labor”, Estimate

“Construction Site Sign(s)”, Per Each

Payment for “Traffic Control Supervisor” will be made on a prorated monthly basis for work completed.

The unit contract price bid per hour for “Flaggers (Min. Bid _____ per hour)” when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.3(1)A. Should the Contractor determine that the cost for this work is greater than the minimum price shown, the Contractor may bid a higher price. Should the Contractor write in a unit price less than the minimum price shown, the minimum unit price shown shall govern and become part of the bid.

The lump sum contract price for “Other Temporary Traffic Control” shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10, and which costs are not compensated by one of the items listed in this section.

The unit contract price bid per day for “Sequential Arrow Sign” shall be full compensation for all costs incurred by the Contractor in performing the contract work described in Section 1-10.3(3)B (Sequential Arrow Signs) and for procuring all Sequential Arrow Signs required for the project and for transporting these signs to and from the project.

The unit contract price bid per day for “Portable Changeable Message Sign” shall be full compensation for all costs incurred by the Contractor in performing the contract work described in Section 1-10.3(3)C (Portable Changeable Message Sign) and for procuring all portable changeable message signs required for the project and for transporting these signs to and from the project.

The unit contract price for “Construction Site Sign(s)” shall be full payment for all equipment, labor and materials needed to furnish, install, maintain, relocate (if required), and remove and dispose of at Physical Completion.

City of Auburn Uniformed Police Officers necessary for the project will be provided at no cost to the Contractor by the City of Auburn. Payment for use of “Outside Agency Uniformed Police Flagging Labor” will be per Section 1-09.4 (Equitable Adjustment) of the Standard Specifications.

Costs for scheduling and coordinating all uniformed police officers by the Contractor shall be included in the lump sum contract price for Traffic Control Supervisor and no additional compensation will be made.

END OF DIVISION 1