

Division 1

**SPECIAL PROVISIONS**

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2016 WSDOT Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, City of Spokane, and Project Specific. Special Provisions types are differentiated as follows:

<u>(Date)</u>	<u>General Special Provision</u>
(*****)	Notes a revision to a WSDOT General Special Provision and also notes a Project Specific Special Provision.
(Regions <sup>1</sup> date)	Region Special Provision
(Date APWA GSP)	American Public Works Association General Special Provision
(***** APWA GSP)	Notes a revision to an APWA General Provision
(Date COS GSP)	City of Spokane General Special Provision
(***** COS GSP)	Notes a revision to a City of Spokane General Special Provision
(BSP date)	Bridges and Structures Special Provision

**General Special Provisions** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

**Region Special Provisions** are commonly applicable within the designated Region. Region designations are as follows:

Regions <sup>1</sup>	
ER	Eastern Region
NCR	North Central Region
NWR	Northwest Region
OR	Olympic Region
SCR	South Central Region

SWR Southwest Region  
WSF Washington State Ferries Division

**Bridges and Structures Special Provisions** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

**Project Specific Special Provisions** normally appear only in the contract for which they were developed.

## DESCRIPTION OF WORK

### **(March 13, 1995)**

This contract provides for the improvement of \*\*\* Martin Luther King Jr. Way from N. Erie Street to Trent Avenue. . The project includes construction of a new full width HMA pavement roadway including a roundabout at Trent Avenue, curbs and gutters, roadway excavation, embankment construction, construction of stormwater collection and treatment areas, contaminated soil remediation, water and sewer main installation, hawk signal and traffic signal installation, communication conduit installation, irrigation and landscape installation, sundry utility adjustments\*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

## SECTION 1-01 DEFINITIONS AND TERMS

### **1-01.3 Definitions**

**(March 14, 2016 COS GSP)**

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

#### **Dates**

##### ***Bid Opening Date***

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

##### ***Award Date***

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

##### ***Contract Execution Date***

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

##### ***Notice to Proceed Date***

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

***Substantial Completion Date***

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

***Physical Completion Date***

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

***Completion Date***

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

***Final Acceptance Date***

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “State”, “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to 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”.

All references to “Standard Plans” or “COS Standard Plans” shall be revised to read “City of Spokane Standard Plans amended as of June 2017”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract” in the Standard Specifications except delete “subsurface boring logs (if any)” from that definition.

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

**SECTION 1-02 BID PROCEDURES AND CONDITIONS****1-02.1 Prequalification of Bidders**

**Delete** this Section and replace it with the following:

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

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

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

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

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

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

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 24" x 36")	5	Furnished automatically upon award.

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

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

**1-02.4(1) General**  
**(April 1, 2006 COS GSP)**

**Supplement** this Section with the following:

Contact Information. Prior to receipt of the Notice to Proceed, questions concerning these Contract Provisions shall be referred to:

Cindy Kinzer at City of Spokane, Department of Engineering Services (509) 625-6700

After the Notice to Proceed is issued, questions shall be referred to the Department of Engineering Services, Construction Management Section (field office) at (509) 625-7722.

**1-02.5 Proposal Forms**  
**(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**  
**(April 1, 2016 COS GSP)**

The fifth paragraph of Section 1-02.6 is **deleted**.

**1-02.6(1) Recycled Materials Proposal**  
**(January 4, 2016 APWA GSP)**

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

**1-02.7 Bid Deposit**  
**(March 1, 2014 COS GSP)**

**Supplement** with the following:

In addition to the bid deposit types included in this section, a bidder may have on file with the City Clerk an annual bid bond approved by the City Attorney.

**1-02.9 Delivery of Proposal**  
**(July 31, 2017 APWA GSP Option B)**

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

If the project has FHWA funding and requires UDBE Written Confirmation Document(s) or Good Faith Effort (GFE) Documentation, then to be considered responsive, the Bidder shall submit Written Confirmation Documentation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification, form 272-056U, as required by Section 1-02.6. The UDBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 24 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes" document shall be received either with the Bid Proposal or as a Supplement to the Bid. The document shall be received **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) shall be submitted as follows:

1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
2. By facsimile to the following FAX number: 509-625-6391, or
3. By e-mail to the following e-mail address: [erea@spokanecity.org](mailto:erea@spokanecity.org)

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, GFE documentation, or Certification of Compliance with Wage Payment Statutes) that is

received after the time specified above, or received in a location other than that specified in the Call for Bids.

**1-02.14 Disqualification of Bidders**  
**(July 20, 2011 COS GSP)**

**Delete** this Section and replace it with the following:

A bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended (See also SP 1-02.1 Qualification of Bidders); or
2. the Bidder does not meet the supplemental bidder responsibility criteria as shown in Appendix C. The Bidder may be required by the Contracting Agency to submit documentation demonstrating compliance with the criteria; or
3. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
4. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent lowest Bidder shall submit to the Contracting Agency within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The Contracting Agency reserves the right to request this documentation from other Bidders as well, and to request further documentation as needed to assess the Bidder's responsibility.

The basis for evaluation of Bidder compliance with the supplemental criteria shall be any documents or facts obtained by the Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a Bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the Contracting Agency determines the low Bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the Bidder in writing with reasons for the determination. If the Bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the Contracting Agency. The Contracting Agency will consider any timely submitted additional information received from the Bidder before issuing its subsequent determination. If the Bidder disagrees with the Contracting Agency's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the Contracting Agency's determination. If the final appeal affirms that the Bidder is not responsible, the Contracting Agency will not execute



a contract with any other Bidder until at least two (2) business days after the Bidder determined to be not responsible has received the final determination.

### **1-02.15 Pre-Award Information**

**(August 14, 2013 APWA GSP)**

**Revise** this section to read:

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

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

## **SECTION 1-03 AWARD AND EXECUTION OF CONTRACT**

### **1-03.1 Consideration of Bids**

**(January 23, 2006 APWA GSP)**

Revise the first paragraph to read:

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

### **1-03.1(1) Identical Bid Totals**

**(January 4, 2016 APWA GSP)**

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

**1-03.3 Execution of Contract**  
**(October 1, 2005 APWA GSP)**

**Revise** this Section to read:

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

Within 5 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 20 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

**1-03.4 Contract Bond**  
**(February 10, 2015 COS GSP)**

**Replace** the Section title with the following:

**1-03.4 Contract Bond with Payment and Performance Bonds**

**Revise** the first paragraph to read:

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

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

**SECTION 1-04 SCOPE OF THE WORK**

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

**(August 1, 2010 COS GSP)**

**Revise** the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to Division 1 of the Standard Specifications,
6. Standard Specifications,
7. City of Spokane Standard Plans, and
8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.

## **SECTION 1-05 CONTROL OF WORK**

### **1-05.4 Conformity With and Deviations From Plans and Stakes**

**Add** the following new Sections:

#### **1-05.4(1) Roadway and Utility Surveys** **(August 1, 2010 COS GSP)**

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, offset stakes for Clearing and Grubbing, and/or rough grading stakes for establishing grading;
2. Curb grade stakes;
3. Centerline subgrade hubs and centerline top of crushed rock hubs. When road width deems necessary or there is a quarter crown in the street, quarter subgrade hubs and quarter top of crushed rock hubs may be placed, as necessary;
4. Finished grade curb marks;
5. 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 centerline offset hubs on one side of the alley to establish the alignment and grade.

The Contractor shall be responsible for setting and maintaining reference points to structures within the project area. Should the reference points be subsequently lost or destroyed, and the Contractor desires the City to relocate the structures, said relocation shall be at the Contractor's own expense.

Survey work shall be within the following tolerances:

Top of Curb	±.03 foot
Finished Grade Pavement	±.02 foot

**1-05.4(2) Bridge and Structure Surveys**

**Bridge and Structure Surveys  
(July 23, 2015 APWA GSP, Option 2)**

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

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

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

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

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

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

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

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

**Supplement** this Section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work

as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

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

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

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

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

**1-05.10 Guarantees**  
**(November 11, 2010 COS GSP)**

**Replace** this Section in its entirety with the following:

All work performed by the Contractor, either under public or private contract for Public Improvements shall maintain a warranty. The warranty period shall be established by the Contract Documents. When not specified in the Contract Documents, the warranty period shall be two years.

Neither the final certificate of payment nor any provisions in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

**FOR ALL PROJECTS**, if within two years after the date of Final Acceptance of the Work by the Owner, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written request by the Owner, return and in accordance with the Engineer's instructions, either correct such Work, or if such Work has been rejected by

the Engineer, remove it from the Project Site and replace it with non-defective and authorized Work, all without cost to the Owner. If the Contractor does not promptly comply with the written request to correct defective and authorized Work, or if an emergency exists, the Owner reserves the right to have defective and unauthorized Work corrected or rejected, and replaced pursuant to the provisions of Section 1-05.7 of these Specifications. The Owner will pursue payment for the incurred costs from the project Performance Bond.

Failure to correct these deficiencies will be considered “unsatisfactory performance” and/ or “a failure to settle bills on past projects” under the provisions of 1-02.14, Disqualification of Bidders. The Contractor may be deemed not responsible and Proposals on future projects may be rejected.

The Contractor agrees the above two year warranty shall not exclude or diminish the Owner’s right under any law to obtain damages and recover cost resulting from defective and unauthorized Work discovered after two years but prior to the expiration of the legal time period set forth in RCW 4.16.040 limiting actions upon a Contract in writing or liability, expressed or implied, arising out of a written agreement.

The Contract bond shall remain in effect throughout the above stated two year guaranty period.

**1-05.11 Final Inspection**  
**(April 1, 2006 COS GSP)**

**Replace** this Section in its entirety with the following:

**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**

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.

If action to correct the listed deficiencies is not initiated within 7 calendar days after receipt of the written notice listing the deficiencies and pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-08.10.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

### **1-05.11(3) Operational Testing**

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



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

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

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

**1-05.13 Superintendents, Labor and Equipment of Contractor**  
**(August 14, 2013 APWA GSP)**

**Delete** the sixth and seventh paragraphs of this section.

**1-05.14 Cooperation With other Contractors**

**Supplement** Section 1-05.14 with the following:

**(March 13, 1995)**

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

\*\*\* 1. Avista Electric will be completing a pole relocate and transmission work on the project, at locations noted on the Plans. The work requires a power outage with a window that needs to be coordinated with Avista.

The Contractor shall be responsible for coordinating work that impacts the pole and the required outage scheduling with Avista during the required Pre-Construction meeting. The Contractor shall be required to coordinate and provide both the Engineer and Avista with a detailed schedule for when work near the transmission line prior to the start of Construction activities. The Contractor is solely responsible for coordinating the project scheduling to coincide with the outage dates established by Avista Utilities and for coordinating his work to minimize power outages.

Avista Electric will be installing an underground electrical conduits, power transformers, and completing other work within the project limits. Details regarding the installation are shown on the Plans. The Contractor is responsible for coordinating, scheduling, and providing Avista crews with access and time to complete their work. The Contractor shall also provide trenching and compacting backfill in accordance with Section 8-20 of the specifications.

2. Avista Gas has gas main installation work east of the Erie Street intersection. The contractor is require to coordinate with Avista Gas to schedule and to allow them a minimum of 3 weeks to complete gas main installation work.

3. The City of Spokane U-District Pedestrian Bridge project (#2012119) construction requires closure of Martin Luther King Jr. Way between Pine Street and Sherman Street for what is estimated to be a 3 month window over the summer of 2018. The Contractor for this project is responsible for coordination with the U-District bridge Contractor (Garco) for signal installation work at MLK/Sherman intersection. The Contractor is required to schedule and coordinate MLK/Sherman signal work to coincide with the road closure for U-District Bridge. A copy of the U-District Bridge traffic control plan is provided in Appendix A for reference only.\*\*\*

**(March 13, 1995)**

The Contractor on this project shall provide sufficient room within the right of way for a two-way haul road past the Contractor's operations for use of the \*\*\* n/a \*\*\* Contractor.

**1-05.15 Method of Serving Notices**

**(March 25, 2009 APWA GSP)**

Revise the second paragraph to read:

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

**Add** the following new Section:

**1-05.16 Water and Power**

**(October 1, 2005 APWA GSP)**

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

**SECTION 1-06 CONTROL OF MATERIAL**

Section 1-06 is supplemented with the following:

**Buy America**

**(August 6, 2012)**

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
  - a. Open hearth furnace.
  - b. Basic oxygen.
  - c. Electric furnace.

- d. Direct reduction.
- 2. Rolling, heat treating, and any other similar processing.
- 3. Fabrication of the products. 52 06051.GR1 2
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

**(August 6, 2012)**

The following items of work containing steel or iron construction materials are considered to be temporary and are excluded from the Buy America requirements contained in 23 CFR 635.410 as described in the above paragraphs:

n/a

**1-06.6 Recycled Materials**  
**(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.

**SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE**

## **PUBLIC**

### **1-07.2 Sales Tax** **(October 5, 2011 COS GSP)**

**Replace** this Section in its entirety, including its subsections, with the following:

The work performed under this contract requires that the Contractor follow the provisions of Section 1-07.2(1) for portions of the project and the provisions of Section 1-07.2(2) for other portions of the project as follows:

1. The provisions of Section 1-07.2(1) apply to the following listed bid schedules:

Schedule 1

2. The provisions of Section 1-07.2(2) apply to the following listed bid schedules:

Schedule 3

### **(June 27, 2011 APWA GSP)**

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

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

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

### **1-07.2(1) State Sales Tax – Rule 171**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway

lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

### **1-07.2(2) State Sales Tax – Rule 170**

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

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

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

### **1-07.2(3) Services**

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

### **1-07.5 Environmental Regulations**

#### **1-07.5(4) Air Quality** **(April 1, 2006 COS GSP)**

**Supplement** Section 1-07.5(4) with the following:

#### **Spokane Regional Clean Air Agency**

The local air pollution control authority is the Spokane Regional Clean Air Agency and the Contractor shall comply with the environmental provisions of SRCAA. Regulations I and II of the Spokane Regional Clean Air Agency are hereby made part of the Contract.

A copy of the environmental provisions is available to the Contractor at the City's Engineering Services field office.

**1-07.6 Permits and Licenses**  
**(March 1, 2014 COS GSP)**

**Supplement** with the following:

Below is a list of local permits that may be required on typical projects, and where they may be obtained. The list is included for the Contractor's benefit, and is NOT considered exhaustive:

- Sewer Permit – Development Services Center 625-6300
- Obstruction Permit - Development Services Center 625-6300
- Hydrant Permit:
  - Hydrant Foreman 625-7800
  - Development Services Center 625-6300
- Water Service Application:
  - see section 7-15.3.6 Fees and Permits
- Electrical Permit – Development Services Center 625-6300
- City Business License - Taxes and Licenses 625-6070
  - <http://bls.dor.wa.gov/cities/spokane.aspx>
- The Contractor shall fill in the “Onsite Contact” information in the Notice of Intent included in Appendix E. This information shall include the name and contact information of the Contractor’s “Erosion Control Lead” person. Bring the Notice of Intent filled out with this information to the Preconstruction Conference and present it to the project Field Engineer.

Additional Permitting. The City of Spokane has addressed the requirements for, and subsequently has obtained or is in the process of obtaining the following additional permits: The following additional permitting issues apply:

- (2) Shoreline Substantial Development Permit. This permit has been issued, subject to certain conditions. See Appendix E.

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

- (5) State of Washington Department of Ecology Water Quality Permit. This permit has been issued, subject to restrictive time constraints and other general conditions. See Appendix E.

(8) Railroad Permit. The City is in the process of acquiring a railroad permit or permissions for work at and by the Erie Street Overpass. The Contractor is required to adhere to all conditions outlined by BNSF once the permit has been issued. The Railroad permit application and cost will be paid for by the City.

Permit Fees. Except as may be specifically indicated otherwise herein, the Contractor shall be responsible for payment of all fees for necessary permits, including any ancillary charges or expenses which may be occasioned by the Contractor's work.

### **1-07.9 Wages**

#### **1-07.9(3) Apprentices**

**(November 30, 2016 COS GSP)**

Section 1-07.9(3) is supplemented with the following:

#### **Apprentice Utilization**

This Contract includes the public works apprenticeship requirement as defined in this specification. **15 %** of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

#### **Definitions**

For the purposes of this specification, the following definitions apply:

“City” refers to the City of Spokane.

“Administrator” means the City Administrator, or designee.

“Labor Hours” are the total hours performed by all workers receiving an hourly wage who are directly employed on the project site including hours performed by workers employed by the prime Contractor and all Subcontractors. Labor Hours do not include hours performed by foremen, superintendents, owners, and workers who are not subject to State Prevailing Wage requirements.

“Apprentice” means a person enrolled in a State-approved Apprenticeship Training Program.

“State-Approved Apprenticeship Training Program” is an apprenticeship training program approved by the Washington State Apprenticeship Council.

“Good Faith Effort” is a demonstration that the Contractor has strived to meet the Apprenticeship Utilization Requirement, including but not necessarily limited to the specific steps as described elsewhere within this policy.



“Community Empowerment Zone” (CEZ) means that portion of those census tracts which are situated within the County of Spokane and designated by the State of Washington as entitled to receive tax incentives because of high levels of poverty and unemployment.

“Resident of the Community Empowerment Zone” (CEZ Resident) means any person who continues to occupy a dwelling within the boundaries of the Community Empowerment Zone, has a present intent to continue residency within the boundaries of the Community Empowerment Zone, and who demonstrates the genuineness of that intent by producing evidence that the persons presence is more than merely transitory in nature; provided however, that an individual initially certified as a CEZ Resident shall retain such certification status for a period of up to two (2) years or one thousand (1,000) Labor Hours worked from the date or initial certification, whichever is less, and such certification shall be recognized for any City project covered by this chapter for said certification period.

“Veteran” means every person who has received an honorable discharge or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one (1) of the following categories:

- (1) As a member in any branch of the armed forces of the United States, including the national guard and armed forces reserves, and has fulfilled his or her initial military service obligation;
- (2) As a member of the women's air forces service pilots;
- (3) As a member of the armed forces reserves, national guard, or coast guard, and has been called into federal service by a presidential select reserve call up for at least one hundred eighty cumulative days;
- (4) As a civil service crewmember with service aboard a U.S. army transport service or U.S. naval transportation service vessel in oceangoing service from December 7, 1941, through December 31, 1946;
- (5) As a member of the Philippine armed forces/scouts during the period of armed conflict from December 7, 1941, through August 15, 1945; or
- (6) A United States documented merchant mariner with service aboard an oceangoing vessel operated by the department of defense, or its agents, from both June 25, 1950, through July 27, 1953, in Korean territorial waters and from August 5, 1964, through May 7, 1975, in Vietnam territorial waters, and who received a military commendation. (RCW 41.04.007)

Electronic Reporting:

After execution of the contract, the Contractor shall send an email to [apprentice@spokanecity.org](mailto:apprentice@spokanecity.org) containing the following information: the first and last name, email address, title and phone number of the person who will be submitting the above documents on behalf of their company. The email shall include the City of Spokane OPR Number in the Title. The Contractor will then receive copies of the Apprentice Utilization Form and the Statement of Apprentice/Journeyman Participation. The

Apprentice Utilization Form must be completed and submitted to the City within thirty (30) days of contract award. The Statement of Apprentice/Journeyman Participation shall be submitted to the City on a monthly basis.

### Plan

The Contractor shall submit an “Apprentice Utilization Plan” using the application described above within thirty (30) days of execution, demonstrating how and when they intend to achieve the Public Works Apprentice Requirement. The plan shall be updated and resubmitted as appropriate as the work progresses. The intent is to provide the City Administrator with enough information to track progress in meeting the utilization requirements. If the Contractor is unable to demonstrate how they intend to meet the Public Works Apprentice Requirement on the Apprentice Utilization Plan, they must submit good faith effort documentation to the City Administrator with their Apprentice Utilization Plan.

### Reporting

The Contractor shall submit a “Statement of Apprentice/Journeyman Participation” using the application described in “Electronic Reporting” on a monthly basis. The report shall be submitted to the City Administrator by the last working day of the subsequent month, until the Physical Completion Date. The data reported shall include the Contractor and all Subcontractors. At the Contractor’s request, the City Administrator may suspend this reporting requirement during periods of minimal or no applicable work activities on the project. Good Faith Effort documentation shall be submitted to the City Administrator prior to the Physical Completion Date if the Contractor completes the project without meeting the Apprentice Utilization Plan.

### Credit

In order to encourage the hiring of veterans, women, minorities, and residents of a CEZ, the City will offer Contractors 1.1 hours of credit for each hour worked by an apprentice that falls into this category. For example, a Contractor will receive 1.1 hours credit for an apprentice who is a minority who works one (1) hour. The maximum credit that can be received is 1.1 hours for every one (1) hour worked.

### Contacts

The Contractor may obtain information on State-approved Apprenticeship Training Programs by contacting the Washington Department of Labor and Industries (L & I) at:  
Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530,  
Olympia, WA 98504-4530 or by phone at (360) 902-5320.

or

Evie Lawry, Apprenticeship Consultant for Eastern Washington Region 6, 901 N. Monroe, Suite 100, Spokane, WA 99201-2148 or by phone at (509) 324-2590.

### Compliance

In the event that the Contractor is unable to accomplish the Public Works Apprentice Requirement, the Contractor shall be penalized in accordance with SMC 7.06.760 unless a good faith effort to comply has been demonstrated. Good faith effort documentation shall be emailed to the following email address: [sstopher@spokanecity.org](mailto:sstopher@spokanecity.org) with the OPR

Number listed in the subject line. Failure to comply with the requirements in SMC 7.06 may result in a breach of the public works contract with the City and shall be considered grounds for disqualifying the Contractor from bidding on future public works contracts.

#### Good Faith Efforts

In fulfilling the good faith effort, the Contractor shall perform, and when appropriate, require its Subcontractors to perform the following steps:

1. Solicit Apprentice(s) from State-approved Apprenticeship Training Program(s);
2. Document the solicitation and, in the event Apprentice(s) are not available, obtain supporting documentation from the solicited program(s);
3. Demonstrate that the plan was updated as required elsewhere in this specification; and
4. Provide documentation demonstrating what efforts the Contractor has taken to require Subcontractors to solicit and employ Apprentice(s).

In the event that the preceding steps have been followed, the Contractor may also supplement the good faith efforts documentation with the following documentation:

1. Submit documentation demonstrating successful Apprentice utilization on previous contracts,
2. Submit documentation indicating company-wide Apprentice utilization efforts and percentages of attainment.

#### Payment

All costs involved with complying with the conditions of this specification shall be included in the total compensation for the associated Contract items of work.

#### **1-07.11 Requirements For Nondiscrimination**

Section 1-07.11 is **supplemented** with the following:

#### **1-07.11(2) Contractual Requirements** **(February 26, 2015 COS GSP)**

The following shall **supplement** Section 1-07.11(2) and Section 1-07.11(2)A:

In accordance with Chapter 1.06, Spokane Municipal Code the following shall apply:

**NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

**1-07.13 Contractor's Responsibility for Work**

**1-07.13(4) Repair of Damage**  
**(April 1, 2006 COS GSP)**

**Supplement** with the following:

Payment for the estimated amount for “**Reimbursement for Third Party Damage**” shall be in accordance with Section 1-07.13(4).

**1-07.15 Temporary Water Pollution Prevention**

**1-07.15(1) Spill Prevention, Control and Countermeasures Plan**  
**(August 1, 2010 COS GSP)**

**Add** the Following:

The Contractor shall address the following items in the SPCC Plan in addition to the requirements of Section 1-07.15(1):

**Mixing, Transfers, & Storage**

1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.
2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.
3. Proper security shall be maintained to prevent vandalism.
4. Drip pans or other protective devices shall be required for all transfer operations.

**Spills**

Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching storm drains or other discharges. No cleaning solvents or chemicals used for tool or equipment cleaning may be discharged to the ground or water.

**Maintenance of Equipment**

Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly for drips or leaks and shall be maintained and stored properly to prevent spills into State waters.

**Disposal**

Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a facility approved by the Department of Ecology. The materials shall not be discharged to any sanitary sewer without approval of the local sewer authority.

**Reporting and Cleanup**

The Contractor’s designated person for managing and implementing the SPCC Plan shall report hazardous material spills as follows:

Spills into State water (including ponds, ditches, seasonally dry streams, and wetlands) – Immediately call all of the following:

National Response Center	1-800-424-8802
WA State Div. of Emergency Management (24 hr)	1-800-258-5990
Ecology Spokane Regional Office	(509) 329-3400

Spill to Soil (Including encounters of pre-existing contamination):

Ecology Spokane Regional Office	(509) 329-3400
Report immediately if threatening to health or environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within 90 days	

Underground Storage Tank (confirmed release of material)

Ecology Spokane Regional Office	(509) 329-3400
Report within 24 hours	

**Supplement** with the following:

Payment for the “**SPCC Plan**”, per lump sum; shall be in accordance with Section 1-07.15(1).

**1-07.16 Protection and Restoration of Property**

**1-07.16(1) Private/Public Property**  
**(August 31, 2015 COS GSP)**

**Replace** the 1<sup>st</sup> sentence with the following:

The Contractor shall not use Contracting Agency owned or controlled property or public right-of-way-without approval of the Engineer. The Contractor shall request and obtain permission from the Engineer prior to using any portion of said property or ROW for stockpiling or staging materials or equipment. The request shall be in writing and shall

include a sketch of all areas of said property or ROW which the Contractor proposes to use.

**1-07.17 Utilities and Similar Facilities**  
**(April 2, 2007)**

**Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

\*\*\*Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

1 Project construction is located within WA Department of Ecology Hamilton Street Bridge Site (Clean-up site ID 3509) and is subject to restrictive covenants and requirements as established by Ecology. The Contractor is required to comply with the notification and reporting and other requirements as outlined by Ecology. The Contractor is also required to provide a minimum of 30 days notification prior to construction near the groundwater monitoring wells and to coordinate scheduling for the monitoring well adjustments. He is also required to provide Ecology personnel access to the project and monitoring wells.

2 The Contractor is required to coordinate with Avista Electric for planned power outages and to schedule relocation of power lines as shown on the plans. There may be limited time windows or other restrictions to minimize power outages during construction. The Contractor is required to coordinate scheduling with Avista prior to the start of Construction to coordinate safety, power pole relocation and outages, and project activities within the vicinity of the power lines.

The Contractor shall adhere to state and federal safety requirements when working near electrical lines and poles, in addition to distance and work safety requirements established by Avista. A preliminary guidelines for working near the Avista electric utilities is provided in Appendix A. The guidelines are not meant to be inclusive and the Contractor is solely responsible for meeting equipment and electrical safety requirements.

The Avista Power Service poles may be joint use poles with other utilities. The Contractor is required to coordinate with the affected utilities affected by the service pole relocation.

Avista Electric will be installing an underground services in conduits and structures installed by the Contractor in the locations indicated on the plans. The Contractor is required to coordinate with Avista crews for installation of lines and boxes or other electric infrastructure. The Contractor is also required to provide trench excavation and backfill for the conduit installations for connections to the existing poles and grid or lighting conduits. Refer to Section 1-05.14 for additional coordination requirements with Avista Electric.

3. Avista Gas has gas main installation work east of the Erie Street intersection. The contractor is require to coordinate with Avista Gas to schedule and to allow them a minimum of 3 weeks to complete gas main installation work.

4. Water main construction will be completed by the Contractor on this project. The City of Spokane Water Department will make the connections to the existing main and the Contractor will be responsible coordinating with the Water Department, providing traffic control necessary to support the construction work and the road closures, excavation, backfill and any pavement patching required. The Contractor will be responsible for coordinating with the City Water Department to provide notification to business and property owners that will be affected by the water line and service connection work.

**Water mains within Trent Avenue are the sole source of water for parts of this area and lack any backup or redundant feed. Water service outages during water main construction and connection will leave businesses and the area without water or fire flow. The maximum outages allowed on water lines without a secondary feed is 8 hours.**

The Contractor is responsible for coordinating with the Water Dept. to reduce the outage window to the minimum number of hours possible. The Contractor shall schedule the work and water main connections with the Engineer and the City of Spokane Water Dept. **The Contractor is required schedule and attend a construction coordination meeting with the water department prior to the start of Construction.** The meeting shall cover the work plan and scheduling water main construction and connections. **The Contractor is required to work weekend hours as required by the Engineer and Water Dept. to minimize impacts to the area.** The cost of working weekends and for coordination and planning to minimize water service disruption is considered incidental to the cost of water main construction and no additional payment will be made for this work.

5. The Contractor will be installing communication conduits along with power conduits on the project (refer to the Conduit plans for a complete listing). The Contractor is responsible for scheduling and coordinating with utilities and

allowing them sufficient time to install their lines and services into the newly installed conduit and communication facilities.

5. The City is in the process of procuring a railroad permit and/or permissions from BNSF for work in Erie Street near the railroad overpass. Once permission is obtained, the Contractor is required to coordinate, provide required notification and scheduling, and advance coordination for railroad flaggers (if required) with the Burlington Northern Santa Fe (BNSF) Trackmaster and the BNSF Structural Engineer. Based on past projects, it is anticipated that the notification window will be a minimum of 10 business days in advance of construction within BNSF property. The Contractor is notified that additional conditions may apply based on permit requirements and that work in this area will not be allowed to proceed until the permit is obtained. Refer to Section 1-07.6 and Section 1-08.4 for additional requirements. Refer to the plans for the area where work is restricted next to the BNSF overpass. The cost for required coordination or notification as required by BNSF and the cost for project staging required until the permit is obtained is considered incidental to the project and no separate payment will be made.
6. There are other utilities that will be installing communications lines and facilities for the newly constructed conduits and relocating existing infrastructure on utility poles on the project. The Contractor is required to coordinate relocateds and schedule work with Centurylink and other affected utilities and allow them time to complete their work.\*\*\*

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected subcontractors, and all utility owners and their contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

UTILITY	CONTACT	WORK TO BE PERFORMED
<b>Natural Gas – Underground</b>	DALE ANDERSON <b>Avista Utilities – Gas Services</b> P.O. Box 3727 Spokane, WA 99220-3727 Phone: 509-495-8083	Coordinate as req'd



<b>UTILITY</b>	<b>CONTACT</b>	<b>WORK TO BE PERFORMED</b>
<b>Power - Overhead</b>	DAVID JOHNSON <b>Avista Utilities – Electric Services</b> 1411 E Mission P.O. Box 3727 Spokane, WA 99220-3727 Phone: 509-818-7247 Cell: 509-495-4582	Provide a 2-week notice prior to any requested work. Provide a 2-week notice prior to any requested work. Coordinate for Avista underground conduit bank installation. Coordinate as required.
<b>Power Lighting</b>	KAREN CORNWELL <b>Avista Utilities – Lighting Specialist</b> 509-495-4497	Coordinate lighting and coordinate as required.
<b>Power – Overhead/Underground Power</b>	TODD CORNELL <b>Avista Utilities – Electric Services</b> 1411 E Mission P.O. Box 3727 Spokane, WA 99220-3727 Phone: 509-495-2629	Coordinate power outage, power pole relocates and line installation by Avista. Schedule required coordination meeting prior to the start of construction.
<b>Telephone - Overhead</b>	David Scholl <b>Century Link Network Services</b> 102 E. Alder Walla Walla, WA 99362 Phone: 509-529-0040	Coordinate as req'd
<b>Communication Overhead</b>	MICHAEL MINER <b>Integra</b> Phone: 509-882-4321 Cell:208-446-5746	Utility relocation on Avista Pole Move. Coordinate as req'd.
<b>Cable/Television - Overhead</b>	STEVE STYREN <b>XO Communications</b> 1330 N. Washington Street STE 5000 Spokane, WA 99201 Phone: 509-444-8568	Utility relocation on Avista Pole Move. Coordinate as req'd.
<b>Communications Overhead</b>	BRYAN RICHARDSON <b>Comcast</b> Phone: 509-755-4717	Utility relocation on Avista Pole Move. Coordinate as req'd.

UTILITY	CONTACT	WORK TO BE PERFORMED
<b>Communication Overhead</b>	MIKE TREVINO <b>Level 3</b> Phone: 509-252-8328 Email: Mike.Trevino@Level3.com	Utility relocation on Avista Pole Move. Coordinate as req'd.
<b>Water - Underground</b>	LOREN SEARL <b>City of Spokane Water &amp; Hydroelectric Services</b> 914 E. North Foothills Drive Spokane, WA 99207 Phone: 509-625-7800	Contact to coordinate water main connections and service taps. Contact to schedule mandatory water coordination meeting and for planned water connections that require service interruption as noted in the plans and specs. Call before you dig/ Coordinate as req'd d
<b>Sewer/Storm – Underground</b>	RAYLENE GENNETT <b>City of Spokane Wastewater Mng./ Sewer Maintenance</b> 909 E. Sprague Avenue Spokane, WA 99202 Phone 509-625-7909	Call before you dig/ Coordinate as req'd
<b>Traffic Signal Conduit – Underground</b>	BYRON VASECKA <b>City of Spokane Traffic</b> 901 N. Nelson Spokane, WA 99201 Phone: 509-232-8801	Call before you dig/ Coordinate as req'd
<b>Street Trees</b>	ANGEL SPELL <b>City of Spokane Parks and Recreation (Urban Forestry)</b> 808 W. Spokane Falls Blvd. Spokane, WA 99201 509-363-6064	Coordinate as req'd.

UTILITY	CONTACT	WORK TO BE PERFORMED
<b>Landscape and Colored Concrete</b>	Dave Steele <b>City of Spokane, L.A.</b> 808 W. Spokane Falls Blvd. Spokane, WA 99201 509-625-5495	Coordinate for concrete color and stamping selection and concrete test block inspections for colored concrete in Trent Avenue and the roundabout. Coordinate Landscape planting inspections and material selections. Coordinate as req'd.
<b>COS Communications Conduit Installation</b>	SCOTT STIPE <b>City of Spokane IT</b> 509-625-6472	Coordinate as req'd.
<b>Washington Dept. of Ecology</b>  <b>Contaminated Soil Remediation- Hamilton Street Bridge Site</b>	CHRISTER LOFTENIUS <b>Washington Dept. of Ecology</b> Ecology Toxic Cleanup Program Eastern Regional Office 509-329-3543 <a href="mailto:clof461@ECY.WA.GOV">clof461@ECY.WA.GOV</a>	Provide access to the project notify and coordinate in accordance with the restrictive covenants from the Consent Decree(s) and regulations, coordinate and schedule monitoring well adjustment. Coordinate as required.
<b>Monitoring Well/Contaminated Soils</b>	Steve Burchett <b>Budinger and Associates</b> 1101 N. Fancher Road Spokane Valley, WA 99212 Phone: 509-535-9589	Coordinate for inspections on the WDOE Monitoring well retrofit. Provide a minimum of 2 weeks' notice prior to work on the monitoring wells. Coordinate as required.
<b>Monitoring Well Sampling</b>	<b>Landau and Associates</b> Phone: (509) 327-9737	Coordinate Monitoring Schedules and provide access to the Wells. Coordinate as req'd.
<b>Contamination Soils</b>	DOUG GREENLUND <b>City of Spokane Environmental Dept.</b> 808 W. Spokane Falls Blvd. Spokane, WA 99201 Phone: 509-625-6700	Coordinate as req'd.
<b>Survey Project Monumentation</b>	Tom Yeiser <b>Adams &amp; Clark</b> Phone: 509-747-4600 <a href="mailto:tyeiser@adamsandclark.com">tyeiser@adamsandclark.com</a>	Coordinate as req'd.

UTILITY	CONTACT	WORK TO BE PERFORMED
<b>BNSF</b>	JEFF CHICKS <b>BNSF Roadmaster</b> 5324 E. Trent Ave Spokane, WA 99212 Phone: 509-536-2305 Email: Jeffrey.chicks@bnsf.com	Call a minimum of 10 working days before any construction near the BNSF tracks/ Coordinate for flagging and as req'd.
<b>BNSF</b>	KRISTOPHER HARRIS BNSF Structural Engineer Phone: 509-536-2485 Email: <a href="mailto:kristopher.harris@bnsf.com">kristopher.harris@bnsf.com</a>	Coordinate any reqd. inspections for construction on Erie Street near the BNSF overpass. Coordinate as req'd.
<b>Street Trees</b>	ANGEL SPELL City of Spokane Parks and Recreation (Urban Forestry) 808 W. Spokane Falls Blvd. Spokane, WA 99201 509-363-5495	Coordinate as req'd.

**(April 1, 2006 COS GSP)**

**Supplement** with the following:

Water line interference. Whenever a water main or water service occurs in the space to be physically occupied by a sewer pipe or water main being installed, the City Water Department will relocate the water main or water service at no expense to the Contractor, unless provided for otherwise. The Engineer shall be the sole judge as to when such condition exists, and any work shall be approved by him prior to the relocation of the water main or water service. If the Contractor, for his convenience, requests a relocation or removal and replacement of a water main or water service when the above condition does not exist, the cost of such work shall be at the sole expense of the Contractor.

Existing Utilities. The private utilities, manholes and valve cases will be adjusted by the respective utility owners upon due notification from the Contractor. The adjustment of public utilities within the construction area will be done by the Owner at no expense to this Contract, except those individual bid items as noted elsewhere in this Contract.

Field Verification of Utilities. In cases where additional field verification of utilities is required, the procedure below shall be followed:

Where approved or required by the Engineer, field verification of existing water, existing sewer, gas, telephone, and petroleum lines 6-inches or greater in diameter, crossing the proposed sewer or water main, shall be done by the Contractor by means of potholing, checking elevations and sizes of the existing utilities against the Contract, backfilling, and providing temporary pavement repair. Elevations shall be accomplished by closed level circuits tied to City of Spokane datum (NAVD 88).

Temporary road repairs shall consist of backfill, compaction, and pavement repair **AND SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL PERMANENT REPAIRS ARE COMPLETED**. All field verification work will be completed prior to initiation of any construction activities.

Payment for bid item “**Potholing**”, per each; shall be full payment for labor and materials necessary to dig and backfill the hole including bedding as necessary and provided temporary surfacing in trafficked areas. Permanent surfacing shall be paid in other bid items.

**1-07.18 Public Liability and Property Damage Insurance**  
**(October 5, 2015 COS GSP)**

**Replace** this Section in its entirety with the following:

The Contractor shall obtain and maintain for the duration of the Agreement, unless otherwise indicated below, the following insurance with insurance companies or through sources approved by the Washington State Insurance Commissioner pursuant to Title 48 RCW.

The insurance is to be placed with insurers with a current A.M. Best rating of A-: VII or higher.

The Contracting Agency reserves the right to approve the security of the insurance provided, the company, terms and coverage, and the certificate of insurance or appropriate policy endorsements.

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 working 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.

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

A. Minimum Scope of Insurance

The Contractor shall obtain the following types of insurance:

- Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverages shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability claims for bodily injury and property damage arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Contracting Agency shall be named as an additional insured including products-completed operations utilizing ISO form CG20-1-85 or its equivalent, under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Contracting Agency.
- Workers' Compensation coverage will be statutory as required by the Industrial Insurance laws of Washington State.
- Property insurance during the time of construction in sufficient amounts to cover the finished work and expected on and off-site inventories of materials and supplies.

- Other Insurances\*:

Explosion, Collapse, or Underground (XCU) (as applicable)

Blasting (as applicable)

Watercraft, owned and non-owned (as applicable)

U.S. Harborworkers' / Longshoremen and Jones Act (as applicable)

- \* These coverages are only required when the Contractor's work under this Agreement includes exposures to which these specified coverage respond.

B. Minimum Amounts of Insurance

Required limits of liability may be satisfied by a combination of primary liability and umbrella/excess liability policies. Umbrella/excess liability policies shall be at least following form to the primary policies.

The Contractor shall maintain the following insurance limits:

- Worker's Compensation  
Statutory Bodily Injury by Accident or Disease
- Employer's Liability  
\$1,000,000 Bodily Injury by Accident - Each Accident  
\$1,000,000 Bodily Injury by Disease - Policy Limit  
\$1,000,000 Bodily Injury by Disease - Each Employee
- General Liability - Bodily Injury, Personal Injury, and Property Damage  
\$ 1, 500,000 \* Each Occurrence  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 General Aggregate per Project  
\$1,000,000 Products and Completed Operations Aggregate  
\$ 4,000,000 Excess/Umbrella  
  
\*the minimum \$1.5M general liability requirement may be met through a combination of general liability and excess/umbrella insurance".
- Automobile Liability  
\$1,000,000 Bodily Injury and Property Damage - Per Accident

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provision for Commercial General Liability and Automobile Liability:

1. The Contractor's insurance coverage shall be primary coverage as respect the Contracting Agency. Any insurance or self-insurance coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled, except after forty five (45) days prior written notice by certified mail, return receipt requested, has been given to the Contracting Agency.
3. The City of Spokane shall be named as an additional insured on all policies as respects work performed by or on behalf of the Contractor. A copy of the endorsement naming the City as an additional insured shall be attached to the certificate of insurance.

D. Special Coverages and Limits

1. Contractors Pollution Legal Liability.

This insurance covers sums the Contractor is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage, providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of: (a) Contractor's operations related to this project; (b) transportation of hazardous materials to or from any site related to this project, including, but not limited to, the project site; and (c) remediation, abatement, repair, maintenance or other work.

The Contractors Pollution Legal Liability policy shall provide the following minimum coverage for Bodily Injury and Property Damage, including sudden and accidental pollution conditions and, coverage must extend to both bodily injury and property damage.

\$ 5,000,000 per occurrence

E. Subcontractors

The Contractor shall require all subcontractors to grant the Contracting Agency and the Contractor additional insured status.

F. Verification of Insurance

The Contractor shall furnish the Contracting Agency with original certificates and a copy of the applicable endorsements at the time it delivers the executed contract for the work to the Contracting Agency.

The certificate must conform to the following requirements:

1. An ACORD certificate Form 25-S, showing the insuring company, policy effective dates and limits of liability.
2. A copy of the endorsement naming Contracting Agency and any other entities required by the Contract Provisions as Additional Insured(s), and stating that coverage is primary and noncontributory, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2010 (ISO) or equivalent.

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 a five (5)-working 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, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

**1-07.22 Use of Explosives**  
**(March 14, 2016 COS GSP)**

**Supplement** this Section with the following:

Blasting is prohibited for this project.

**1-07.23 Public Convenience and Safety**

**1-07.23(1) Construction Under Traffic**  
**(March 1, 2014 COS GSP)**

**Supplement** this Section with the following:

Special Traffic Control Requirements. Specific control requirements are as follows:

\*\*\* The Contractor may keep Martin Luther King Jr Way closed to through traffic between Sherman Street and Erie Street.

There are 4 separate construction Stages on the project that may affect the timing and duration of traffic closures and road restrictions. Refer to the staging exhibit in Appendix A for the staging limits and to Section 1-08.4 for a description of the stages and order of work

*The Contractor is required to maintain local access to all area businesses during all stages of construction.* Excavation and trenching areas shall be protected by temporary fencing for public safety. Additional fencing and screened fencing is be required where noted on the plans.

E. Trent Avenue The Contractor may close Trent Avenue between Columbus Street and Helena Street to through traffic **for 105 consecutive calendar days** during Stage 1 Construction. The detour in the Appendix A shall be in place prior to the closure. The Contractor shall maintain Front Avenue and Erie Street for local access to businesses and residents in the closure area with two-ten foot lanes (one lane in each direction). The Contractor shall install and maintain a pedestrian detour route in the closure area according to the detour plan in Appendix A.

Front Avenue The Contractor may close Front Avenue to through traffic at MLK during Stage 2 construction. The Contractor is required to maintain local access and semi-truck and delivery truck access.

Erie Street from E. Sprague Avenue Access Ramp to Front Avenue may be closed to through traffic during Stage 4 construction. The Contractor is required to keep the Ben Burr trail open and connected to MLK Way west. *The Contractor is also required to maintain access to Brown Building Supply **at all times**, which includes semi and delivery truck access. The Contractor is required to submit a plan for maintaining Ben Burr trail and access to Brown Building supply for review and acceptance by the Engineer a minimum of 3 weeks prior to the start of Stage 4 construction.*

Martin Luther King, Jr. Way at Sherman Street intersection The Contractor may close the intersection of Sherman Street and Martin Luther King Jr Way for 14 calendar days to install traffic signal equipment. The intersection shall be opened with a fully operational traffic signal which may or may not be turned on. If the signal is operational but not energized, the Contractor shall bag all heads.

The Contractor shall coordinate with other projects and contractors traffic control. In addition, the Contractor shall coordinate signal work at the MLK/Sherman Street intersection to coincide with road closures and work on the U-District Bridge in accordance with Section 1-05.14. \*\*\*

If the Contractor chooses to close streets as allowed by the Contract, the Contractor shall notify the Contracting Agency 10 days in advance of the closure in order to advertise notice of the street closure in accordance with RCW 47.48.020 see Appendix A for a sample media notification.

Coordination with the Public. In order to keep local businesses informed of construction progress, the Contractor shall:

- Conduct a regular weekly meeting on the project site in order to provide interested parties and the Traffic Control Supervisor (TCS) with a hard copy of an up-to-date construction schedule for the following week and take questions/complaints from interested parties. Once the Contractor and the Engineer have determined a meeting day, the Engineer will communicate this info to businesses in the project area. The meeting will be held at a mutually agreeable time and location on a mutually agreeable day of the week.
- The Contractor shall also notify businesses 2 days in advance of work which will affect the business's driveway.

Notification of Traffic, Parking, and Pedestrian Restrictions

The Contractor will develop notices containing general project information to residents and businesses for distribution and distribute the notices after approval by the Contracting Agency. The notices will inform the public of the project and that cars will be towed if parking restrictions are not followed.

The Contractor shall notify residents and businesses a minimum of 48 hours prior to implementing road closures.

The Contractor shall post no parking signs on Type II Barricades every 50 feet a minimum of 24 hours prior to construction activities requiring parking restrictions.

Local access must be provided to all businesses and residents during the project. Any access restrictions shall be coordinated with the Engineer and the business owner or resident whose access is affected.

The Contractor shall not create or allow abrupt transverse drop offs in the roadway driving lanes open to the traveling public. The Contractor shall construct wedges in the direction of traffic flow, at all transverse drop offs in the driving lanes in excess of 1-inch created by paving or grinding or other Contractor operations.

The Contractor shall construct the wedges prior to allowing traffic in the lanes with the drop off.

The Contractor shall use heavy paper to isolate asphalt wedges from any other asphalt or base material.

The Contractor shall be responsible for construction and maintenance of the wedges. If the wedge is displaced or compacted leaving a drop off at any point in the transverse joint greater than 0.5-inch, then the Contractor shall immediately repair the wedge. Construction and maintenance of asphalt wedges is included in the paving or grinding bid items, and no special payment shall be made therefore.

The Contractor shall construct and maintain asphalt wedges with the following ratios:

- Drop offs less than 3-inches: 1 vertical to 12 horizontal
- Drop offs greater than or equal to 3-inches: 1 vertical to 30 horizontal.

The Contractor may construct the wedges such that the top 3-inches of the wedge is cold or hot mix asphalt and any additional depth needed, be constructed of well compacted crushed surfacing top course.

On lower volume streets (under 1000 AWDT), the Contractor shall construct and maintain asphalt wedges with a ratio of 1 vertical to 12 horizontal. At the Engineer's discretion, the Contractor may construct wedges at the same ratio out of well compacted crushed surfacing top course.

### **(January 2, 2012)**

#### **Work Zone Clear Zone**

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those

work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

3 ft beyond travel way

**1-07.23(2) Construction and Maintenance of Detours**  
**( March 1, 2014 COS GSP)**

**Add** the following after Item 3:

The detour plan included in Appendix A shall be used.

In the event revisions to the detour plan are required due to construction events, the Contractor shall submit a revised detour plan to the Engineer, for approval, not less than 5 working days before effecting said revisions.

**Add** the following new section:

**1-07.23(100) Public Liaison Representative**  
**(April 13, 2011 COS GSP)**

The Contractor shall provide an individual to liaison with businesses affected by the project. This individual will inform businesses of anticipated construction activity on a frequent and on call basis throughout the duration of the project. The Public Liaison Representative will provide a cell phone number to the businesses and be available by cell phone seven days a week between 6 a.m. and 10 p.m. They shall have access to the

project superintendent to arrange correction to access problems that occur. They shall attend each weekly meeting and shall visit individual businesses as needed to keep each business informed of project progress. The Public Liaison Representative shall keep in frequent contact with the Project Engineer to provide updates concerning public complaints and resolution. The Public Liaison Representative shall not be the project superintendent but may share the duties of the Traffic Control Management personnel as described in 1-10.2(1)A. The Contractor shall designate and formally assign an individual from their staff as the Public Liaison Representative; the duties of the Public Liaison Representative may not be subcontracted. The following is a list of required frequency of interaction.

Weekly:

- Attend project meetings.
- Assemble and distribute two week look ahead schedules to every address with access within the project.
- Provide two working days notice to each address when work will close or further effect their access.
- Provide two working days notice to all effected addresses when paving or other operations will close substantial portions of the project.
- Provide written project updates to the Project Engineer to update the City website.

Twice Weekly:

- Walk the project and visit businesses and residences to offer information updates.

As Needed:

- Provide written project updates, notices and flyers for public media updates.
- Provide and distribute notices for parking removal, full closures for paving or other significant events effecting access or traffic circulation.

### **1-07.23(100)A Measurement**

**(March 21, 2011 COS GSP)**

No specific unit of measurement will apply to the lump sum bid item "Public Liaison Representative".

### **1-07.23(100)B Payment**

**(March 21, 2011 COS GSP)**

**"Public Liaison Representative"**, lump sum; shall be full payment for all equipment, tools, and labor required to perform the specified duties.

**1-07.24 Rights of Way**  
**(July 23, 2015 APWA 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 construction activities shall be confined within these limits, unless arrangements for use of private property are made.

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

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

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

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

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

include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

**Add** the following new Section:

**1-07.100 Survey Monument Perpetuation**

**(\*\*\*\*\* COS GSP)**

Survey monuments shall be perpetuated in accordance with RCW Chapters 58.09 & 58.24 and as set forth in WAC Chapter 332-120.

The Contractor shall employ the services of a State of Washington Registered Professional Land Surveyor (PLS) for the purpose of perpetuating survey monuments within the limits of the project. **The Contractor shall provide the Professional Land Surveyors name(s) and registration number in writing to the Engineer. The PLS shall attend the Preconstruction Conference to discuss status of survey monument review, referencing, and permitting for destruction in support of the intended start date of the project.**

*\*\*\*Note: Centerline Monumentation will be set by the City provided Surveyor and such work will be paid for directly by the City. The Contractor is responsible for coordinating project scheduling for this work.\*\*\**

**1-07.100(1) Definitions**

**(February 1, 2013 COS GSP)**

Survey Monument: The physical structure with any references or accessories used to mark the location of a land boundary survey corner, geodetic control point, or local control point.

Local Control Point: Point established to mark horizontal or vertical control positions that are part of a permanent government control network other than the National Geodetic Survey Network.

Land Boundary Survey Corners: A point on the boundary of any easement, right of way, lot, tract, or parcel of real property; a controlling point for a plat; or a point which is a General Land Office or Bureau of Land Management survey corner.

Geodetic Control Point: Points established to mark horizontal or vertical control positions that are part of the National Geodetic Survey Network.

Reference Point: A permanent supplementary point near a survey monument to which it is related by an accurately measured distance and/or direction and/or elevation for the purpose of being able to relocate the survey monument.

**1-07.100(2) Description of Work**

**(\*\*\*\*\* COS GSP)**

All existing survey monuments within the project limits and all existent or obliterated survey monuments within the project limits which have two or more existing reference points with locations and distances recorded shall be reestablished prior to completion of the project. In locations where a single reference point is all that remains, the single reference point shall be reestablished to its original position prior to completion of the project.

\*\*\*The known survey points and their references are shown on the plans. Upon request, the Engineer may provide an AutoCAD drawing of the project to assist with the work.\*\*\*

It is the Contractor's responsibility to protect, preserve, and perpetuate survey monuments and their references within the project limits. The Contractor shall employ a Professional Land Surveyor (PLS) to perform the following work:

1. Search the records and project limits to confirm the completeness of the identified survey points. Determine which survey points are obviously not survey monuments and do not require perpetuation. Provide the Engineer with a complete list of survey points found within the project limits and indicate the survey monuments that will be perpetuated and the survey points will not be perpetuated. The list shall be stamped, signed, dated, and be accompanied by a letter stating that the listed survey monuments have been referenced. This item of work shall be completed before construction activities may begin.
2. Where the Contractor's activities will require survey monument removal or destruction, the PLS shall complete and submit an APPLICATION FOR PERMIT TO REMOVE OR DESTROY A SURVEY MONUMENT to the Department of Natural Resources. A copy of the approved permit(s) shall be forwarded to the Engineer. All survey monuments not permitted for destruction shall be protected.
3. Prior to physical completion of the project the PLS shall reestablish survey monuments to their original positions and reference their locations. The PLS shall complete and submit a COMPLETION REPORT FOR MONUMENT REMOVAL OR DESTRUCTION to the Department of Natural Resources. A copy of the acceptance report(s) shall be forwarded to the Engineer. In addition, the PLS shall prepare, stamp, sign, date, and submit a written declaration to the Engineer stating that all survey monuments within the project limits have been perpetuated.
4. The PLS shall update the City of Spokane's reference files located in the Construction Management office at 1225 E. Marietta Ave. Formatting of the updated file shall be compatible the City of Spokane's filing system.

The Contractor's PLS is allowed to perform necessary work to establish a list of monuments, apply for permits to destroy monuments, and install flagging and other means of protecting monuments prior to the start of working days. Start of this work prior to the notice to proceed may be allowed if approved by the Engineer. Failure to complete preliminary survey work necessary to preserve or legally perpetuate



monument will not delay the notice to proceed or the start of working days. Contract Time shall begin and working days will be counted in accordance with Section 1-08.5.

**1-07.100(3) Measurement**  
**(February 1, 2013 COS GSP)**

Reference and Reestablish Survey Monument will be measured per each and shall include installation of new references for a Survey Monument. New references for a survey monument are not required to be replaced in their original location and when suitable shall be denoted with a permanent "X" on the top of the curb.

No specific unit of measurement will apply to the lump sum item "Classification and Protection of Survey Monuments".

**1-07.100(4) Payment**  
**(February 1, 2013 COS GSP)**

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the proposal:

Referencing and re-establishing monuments shall be performed by the City. The City provided survey will:

1. Preparation and submittal of all APPLICATIONS FOR PERMIT TO REMOVE OR DESTROY A SURVEY MONUMENT to the Department of Natural Resources.
2. Referencing and reestablishment of survey monuments and their references. New references are not required to be replaced in the same location they previously existed with the exception that a single reference point where a survey monument cannot be reestablished shall be treated as a monument and reestablished in the same location.
3. Preparation and submittal of all COMPLETION REPORTS FOR MONUMENT REMOVAL OR DESTRUCTION to the Department of Natural Resources.
4. Written declaration submitted to the Engineer stating that all survey monuments within the project limits have been perpetuated.
5. Updating the City of Spokane reference file.

New monument frames and covers are required at section corners, 1/4-section corners, existing locations where survey monuments are protected by frames and covers, and other appropriate original Public Land Survey System corners. Survey monuments installed at these locations shall comply with the requirements of COS Standard Plan H-105. New monument frames and covers shall be installed prior to placement of the final lift of HMA in accordance with Section 8-13 herein.

**“Classification and Protection of Survey Monuments”**, lump sum; shall be full payment for the work described below:

1. Search the records and project limits to confirm the completeness of the survey points list provided herein.
2. Determine which survey points are obviously not survey monuments and do not require perpetuation.
3. Submitting a complete list of all survey monuments requiring perpetuation located within the project limits to the Engineer before construction activities on the project begin. The list shall be stamped, signed, and dated by the PLS and include the basis for classifying these points as monuments or not. The list shall be accompanied by a letter stating that the survey monuments on the list have been referenced.
4. Protection of survey monuments not permitted for destruction.
5. Written declaration submitted to the Engineer stating that all survey monuments within the project limits have been perpetuated.

If the Contractor disturbs, removes, or destroys a survey monument(s) without preparation and submittal of the proper paperwork to the Department of Natural Resources or due to negligence, the Contractor shall replace the survey monument(s) at no cost to the Contracting Agency. If the Contractor refuses to replace a survey monument(s), the Engineer may have the survey monument(s) replaced by other means and subtract the cost from the monies due the Contractor.

## **SECTION 1-08 PROSECUTION AND PROGRESS**

**Add** the following new Section:

### **1-08.0 Preliminary Matters**

#### **1-08.0(1) Preconstruction Conference**

**(October 10, 2008 APWA GSP)**

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;

5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

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

**Add** the following new Section:

**1-08.0(2) Hours of Work**  
**(March 1, 2014 COS GSP)**

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

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

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

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

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

### **1-08.1 Subcontracting**

Section 1-08.1 is **supplemented** with the following:

#### **(October 12, 1998)**

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision **Federal Agency Inspection**.

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all subcontractors and lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

### **1-08.4 Notice to Proceed and Prosecution of the Work** **(March 1, 2014 COS GSP)**

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

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within 5 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

**Supplement** this Section with the following:

(\*\*\*\*\*)

### **Order of Work**

#### Project Sequencing:

There are 4 separate construction Stages on the project. Refer to the project Staging Exhibit in Appendix A for the staging location and limits. The Contractor is required to maintain local access to all area businesses during all stages of construction.

Excavation and trenching areas shall be protected by temporary fencing for public safety. Additional fencing and screened fencing is be required where noted on the plans.

#### Stage 1 Construction – Trent Avenue and MLK from Sta. 56+00 north, including the roundabout

The Contractor may close Trent Avenue for Stage 1 work as described and for the duration specified in Section 1-07.23 of the specifications.

Trent Avenue and the roundabout shall be fully constructed prior to construction within Stage 2 or Stage 3. Fully constructed is defined as paved to the top lift of HMA and fully open to traffic in both directions. All items that would require disruption of traffic on Trent Avenue and the roundabout shall be completed, including lighting, landscaping, and signing and striping, etc.

#### Stage 2 Construction – MLK from Station 47+60 to Station 56+00 and N. Perry Street and N. Hogan Street

The Contractor shall not start Stage 2 construction until Stage 1 construction is fully constructed.

#### Stage 3 Construction – MLK Temporary Bypass Road Sta 0+50 to EQ station 6+00 BK (Station 47+60 AHD)

The Contractor shall not start Stage 3 construction until Stage 1, Stage 2, and stage 4 construction are fully completed. He shall notify the Engineer in writing of the exact planned Stage 3 start date a minimum of 3 weeks in advance.

Stage 4 Construction – MLK/Erie Street intersection and including Ben Burr trail construction

Except for a portion of the project located next to the Erie Street BNSF Overpass, Stage 4 may be constructed concurrent with Stage 1 or Stage 2 construction. Stage 4 shall be completed prior to starting Stage 3 construction.

The City is in the process of acquiring a railroad permit for a section of Stage 4 located beneath and north of the Erie Street BNSF Overpass. The Contractor shall not start construction in that area until the permits have been approved by BNSF. The area where construction is restricted is indicated on the project plans.\*\*\*

**1-08.5 Time for Completion**  
**(August 14, 2013 COS GSP)**

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the **5** calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of

the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:

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

### **Time for Physical Completion (March 13, 1995)**

Section 1-08.5 is **supplemented** with the following:

This project shall be physically completed within \*\*\*125\*\*\* working days.

### **1-08.9 Liquidated Damages (August 1, 2008 COS GSP)**

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

When the Contract Work has progressed to the extent that the Contracting Agency has full use and benefit of the facilities, both from the operational and safety standpoint and there is no longer a need for temporary traffic control, all the initial plantings are completed and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains to physically complete the total Contract, the Engineer may determine the Contract Work is substantially complete.

**Add** the following after the last paragraph:

This project includes two liquidated damages provisions. Along with the standard liquidated damages provision, there is an interim liquidated damages provision related to restoring arterial traffic flow in Trent Avenue and the roundabout (also referred to as Stage 1). Refer to Section 1-08.4 and the Project Staging Exhibit in Appendix A for Stage 1 limits and order of work.

***Interim liquidated damages in the amount of \*\*\* \$2,000 \*\*\* per calendar day will be assessed for failure to physically complete Stage 1 portion of the contract within 105 consecutive calendar days after closing the roadway. Physical completion for Stage 1 is defined in Section 1-08.4 under project sequencing.***

Liquidated damages in an amount based upon the original contract amount and original time, will be assessed for failure to physically complete the entire project within the physical completion time specified. Such damages will accrue separately for each phase or stage of work. In the event damages occur on a concurrent date, the larger of the two damages will apply for such days.

## **SECTION 1-09 MEASUREMENT AND PAYMENT**

### **1-09.1 Measurement of Quantities**

**(April 1, 2006 COS GSP)**

Section 1-09.1 is **supplemented** with the following:

**24 hour Day** – Measured for each 24 hour period that work is actually performed. Portions of a 24 hour day will be rounded up to a half day.

### **1-09.7 Mobilization**

**(April 1, 2006 COS GSP)**

**Supplement** with the following:

Payment for bid item “**Mobilization**”, lump sum; shall be full payment for qualifying expenses ONLY, as defined in Section 1-09.7 and partial payments shall be made in accordance with the requirements therein.

### **1-09.9 Payments**

**(March 13, 2012 APWA GSP)**

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

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

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

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



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

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

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

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

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

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

**1-09.9(1) Retainage**

**(June 27, 2011)**

Section 1-09.9(1) content and title is **deleted** and **replaced** with the following:

Vacant

**1-09.13 Claims Resolution**

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

**(October 1, 2005 APWA GSP)**

**Delete** this Section and replace it with the following:

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

**1-09.13(3)A Administration of Arbitration**  
**(July 23, 2015 APWA GSP)**

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

**SECTION 1-10 TEMPORARY TRAFFIC CONTROL**

**1-10.2 Traffic Control Management**

**1-10.2(1) General**  
**(January 3, 2017)**

Section 1-10.2(1) is **supplemented** with the following:

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust  
27055 Ohio Ave.  
Kingston, WA 98346  
(360) 297-3035

Evergreen Safety Council  
12545 135<sup>th</sup> Ave. NE  
Kirkland, WA 98034-8709  
1-800-521-0778

The American Traffic Safety Services Association  
15 Riverside Parkway, Suite 100  
Fredericksburg, Virginia 22406-1022  
Training Dept. Toll Free (877) 642-4637

Phone: (540) 368-1701

**1-10.2(1)B Traffic Control Supervisor**  
**(March 14, 2016 COS GSP)**

The last paragraph is **revised** to read:

The TCS may perform the work described in Section 1-10.3(1)A Flaggers or in Section 1-10.3(1)B Other Traffic Control Labor, provided that the duties of the TCS are accomplished. However, all work performed by the TCS shall be included in the items “Project Temporary Traffic Control” or “Traffic Control Supervisor” and no additional payment will be made for performing the work of “Flaggers” or “Other Traffic Control Labor”.

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

**1-10.3(3)A Construction Signs**  
**(March 1, 2014 COS CSP)**

**Revise** the third sentence of the first paragraph with the following:

Post mounted signs shall be installed as shown in the WSDOT Standard Plans.

**Add** the following after the third paragraph:

Any sign removed as part of a Traffic Control Plan, that is to be reinstalled at the end of the contract shall have the entire sign support assembly removed and stored by the Contractor.

The Contractor shall furnish, install, and maintain temporary stop signs at locations where permanent stop signs are removed, mounted on temporary supports capable of providing 7-feet of clear space below the sign.

“New Signal Ahead” signs. When the traffic signal is installed at Martin Luther King Jr Blvd and Sherman St, the Contractor shall install “New Signal Ahead” warning signs (WSDOT Sign Type W20-902) on all legs approaching the intersection, in advance of the signal. These signs shall be installed prior to the turn-on of the signal, and left in place for a minimum of 1 month after the signal is in final operating mode.

New Signal Ahead signs shall be installed at the following approximate locations. The Contractor shall coordinate with the Engineer to determine exact location and the timing when the signs will be installed and removed.

- Martin Luther King Jr Way, West of Sherman St.
- Martin Luther King Jr Way, East of Sherman St.
- Sherman St, North of Martin Luther King Jr Way.

“Traffic Revision Ahead” signs. On projects with traffic revisions, the Contractor shall install “Traffic Revision Ahead” warning signs (WSDOT Sign Type W20-901) on all legs approaching the intersection, in advance of the revision. These signs shall be installed prior to the revision, and left in place for a minimum of 1 month after the traffic revision is in place. Traffic Revision Ahead signs should be installed at the following approximate locations. The Contractor shall coordinate with the Engineer to determine the exact location and timing when the signs will be installed and removed.

- Trent Ave, between the Spokane River and Hamilton St.
- Trent Ave, between Napa St and Helena St.

### “Special Signs”

This project includes Special Signs that display project specific information. Special signs coding references begin with the letters “SP” when shown in the Appendix. Special Signs shall conform to the requirements of Section 1-10.3(3) and the following:

- (1) consist of black letters on orange background;
- (2) utilize engineer grade reflective sheeting;
- (3) meet all minimum MUTCD and WSDOT Sign Fabrication Manual requirements;
- (4) consist of 4”D letters, unless otherwise noted;
- (5) be mounted on posts, existing fixed structures or substantial supports of a semi-permanent nature. The attachment of any Special Sign to a fixed structure or substantial support shall be approved in writing by the Engineer prior to installation;
- (6) See Appendix A for sign detail and dimensions.

The approximate location of Special Signs that display construction limits and start dates are shown on the Traffic Control Plans located in Appendix A. The final location of these signs will be determined by the Engineer, depending on local conditions.

Special Signs displaying construction limits and start dates shall be placed a minimum of 14 calendar days and a maximum of 21 calendar days prior to the beginning of construction or applicable phase thereof and shall remain until said construction is complete.

Beginning dates for Special Signs will be determined by the Engineer in accordance with the proposed beginning of construction or the beginning of the applicable construction phase. Dates may be a supplemental overlay or plaque that meets the minimum requirements above.

Overlays and plaques shall be manufactured of new material and consist of engineer grade orange sheeting with 4”D black letters.

Street names for Special Signs may be overlays or plaques.

Special Signs provided shall be constructed of new engineer grade material and contain no more than one overlay layer by the end of the project.

Signs, posts, supports, or any hardware or appurtenances that are lost, stolen, damaged, destroyed, or which the Engineer deems to be unacceptable, while their use is required on the project, shall be replaced by the Contractor at no cost to the Contract.

**1-10.3(3)B Sequential Arrow Signs**  
**(March 14, 2016 COS GSP)**

**Supplement** this Section with the following:

No payment will be made for the use of sequential arrow signs unless the installation is approved by the Engineer in writing.

**1-10.3(3)C Portable Changeable Message Sign**  
**(March 1, 2014 COS GSP)**

**Supplement** this Section with the following:

The Portable Changeable Message Sign(s) shall be at the locations indicated on the traffic control plans in Appendix A.

**1-10.3(3)D Barricades**  
**(April 1, 2006 COS GSP)**

**Add** the following:

Type III Barricades shall be constructed in accordance with the details shown in the MUTCD and the WSDOT Standard Plans. The barricade width shall be 8-feet unless otherwise specified in the contract plans.

As may be indicated in the Signing Plan(s) or Traffic Control Plan(s) the Contractor may be required to install signs, warning lights, or both on barricades.

**1-10.4 Measurement**

**1-10.4(2) Item Bids with Lump Sum for Incidentals**  
**(October 1, 2012 COS GSP)**

**Add** the following after the last paragraph:

Special Signs

Special Signs shall be measured per square foot.

## Type III Barricade

Measurement shall be for each unit, as specified in Section 1-10.3(3)D, that is furnished, installed, and maintained on the project.

### **1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control** **(June 15, 2014 COS GSP)**

**Add** the following after the last paragraph:

The bid proposal contains the item **“Project Temporary Traffic Control”**, lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

\*\*\* **“Special Signs”**, per square foot  
**“Sequential Arrow Sign”**, per hour  
**“Portable Changeable Message Sign”**, per hour  
**“Type III Barricade”**, per each \*\*\*

### **1-10.5 Payment**

#### **1-10.5(2) Item Bids with Lump Sum for Incidentals** **(March 1, 2014 COS GSP)**

**Add** the following after the last paragraph:

**“Special Signs”**, per square foot.

The unit contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all cost of labor, materials, and equipment incurred by the Contractor in performing the contract work described in Section 1-10.3(3)A.

**“Type III Barricade”**, per each.

The unit contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for furnishing the tools, labor, equipment, and materials necessary to furnish, install and maintain, including the removal and legal disposal of any and all Type III barricades. Additional Type III barricades required to complete the work shall be at the same cost per each, as provided for by the Contractor for each bid item as indicated on the bid proposal. Any barricade brought to the project shall be paid only once regardless of the barricades being used in more than one location throughout the project duration.