

Introduction to the Special Provisions:

The Standard Specifications for Road, Bridge and Municipal Construction, current edition as of the bid advertisement date, and the current version of the Standard Plans for Road, Bridge and Municipal Construction, both as prepared by the Washington State Department of Transportation (WSDOT) and the City of Bellingham Development Guidelines and Improvement Standards, including the Standard Plans, and the Design Standards for Park and Trail Development, all are referred to hereinafter collectively as the “Standard Specifications”.

The Standard Specifications are hereby made a part of this Contract. When the City of Bellingham Development Guidelines and Improvement Standards are referred to separately from the WSDOT publications, they are hereinafter referred to as “City Standards”. The Standard Specifications, except as may be modified or superseded by these Contract Documents, shall govern all phases of the work specified in these Contract Documents. In the event of conflict with the Standard Specifications, the modifications given by the special provisions provided in these Contract Documents shall govern.

Also incorporated into the Contract Documents by reference are:

1. Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
2. Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition
3. 2016 Standard Plans
4. Contract Plans

The current edition of the City Standards are available at <https://www.cob.org/gov/rules/standards>

The current edition of the WSDOT Standards is available at: <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

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

Whereas any subsection or portion thereof of the Standard Specifications is deleted, amended, altered, or changed hereafter, it is meant to pertain only to that particular portion of the section and in no way should it be interpreted that the balance of the section does not apply. The Contractor is fully responsible for coordinating the specification requirements in all related sections and divisions of the work.

All labor materials, and equipment required to complete the work shown and/or described in the Contract Documents as part of the complete and functioning systems shown on the drawings and/or as described in these specifications and in accordance with the Standard Specifications and specifically including restoration of all existing services, utilities and site improvements and vegetation that may have been disturbed by the work but not specifically identified as to be removed or demolished, is considered incidental to the work described in these Special Provisions.

1-02.5 Proposal Forms

Amend this section as follows:

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

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, or lump sum items, 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.

1-04.10 Use of Materials Found on the Project

Amend this section as follows:

All materials and labor are to be furnished by the Contractor unless otherwise specifically provided in the Specifications or shown on the Plans. All workmanship, equipment and materials incorporated in the work covered by this contract are to be new and of the best available grade or quality.

1-04.11 Final Cleanup

Amend this section as follows:

Final Cleaning

All adjacent paved surfaces shall be washed clean; and all other areas made neat prior to request for Final Inspection. Contractor disturbed turf and other areas outside the construction limits shall be smoothed and re-seeded or stabilized in accordance with specifications. Provide final cleaning of Work prior to Substantial Completion Inspection at time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to condition expected from normal commercial building cleaning and maintenance program. Comply with manufacturer's recommendations.

Complete following cleaning operations before requesting Architect's review for Certification of Substantial Completion:

1. Clean equipment and fixtures to sanitary condition.
2. Clean debris from drainage systems.
3. Remove grease, mastic, adhesives, dust dirt, stains, fingerprints, labels, and other foreign matter from sight exposed surfaces.
4. Hose-clean exterior paved surfaces; rake clean other surfaces of grounds.
5. Removal of protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of Work to protect previously completed Work during remainder of construction period or to protect public.

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

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.6 Variation in Estimated Quantities

(July 23, 2015 APWA GSP, Option B; may not be used on FHWA-funded projects)

Revise the first paragraph to read:

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

1-05.4 Conformity with and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

Contractor Surveying – Roadway & Trail

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection by written request. Contractor may be required to sign a *Digital File Request Form*

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the trail, roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, structures, railing, walls, signing, and all other site features. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all horizontal and vertical curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Grade stakes shall be set along the exact centerline of the trail alignment with no offsets. Contractor may use secondary offset staking for reference. However, such staking shall not take the place of the requirement for staking at the exact centerline of the trail. Cut and fill survey stakes shall be set along the exact centerline of the trail with no offset reference. Establish offset reference to all other secondary slope stakes.
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish the horizontal and vertical location of all sanitary sewer features, placing offset stakes to all manholes and to pipes at a horizontal interval not greater than 25 feet.
7. Establish trail, roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing along the centerline. No offset staking is permitted as substitute for staking the exact centerline. The stakes shall be set along the centerline and shall be clearly marked with cut and fill labels referenced from the centerline grades only. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet.
8. Establish intermediate elevation benchmarks as needed to check work throughout the project.
9. Provide references along centerline for paving pins or trail limestone top course at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
10. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, signing, and all other constructed features) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
11. Contractor shall determine if changes are needed to the profiles or trail/roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Project Manager or Engineer for review and approval 10 days prior to the beginning of work.
12. Restore all existing monuments and property boundary markers impacted by construction. If necessary, the Contractor shall supply new monuments or property corners at the Contractor's expense.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Project Manager or Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency may provide the Contractor with primary survey control information. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade feet		±0.01 feet ±0.5
		(parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet
		(parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet
		(parallel to alignment) ±0.1 feet (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor. The contractor shall not remove any survey staking until the Project Manager or Engineer confirms that the stakes are no longer needed for spot-checks. The contractor is responsible for resetting all grade stakes destroyed or removed by contractor's and subcontractor's operations at no cost to the City.

When staking trail or roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor.

for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

Payment

Payment will be made in accordance with Section 1-04.1 for the following bid item when included in the proposal:

"Contractor Surveying", lump sum.

The lump sum contract price for "Contractor Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

Measurement for Contractor Surveying shall be based on a percentage of the project actually surveyed, as required.

1-05.10 Guarantees

Amend this section as follows:

Definitions

- "Standard product warranties" are preprinted written warranties published by individual manufacturer's for particular products and are specifically endorsed by the manufacturer to the Owner.
- "Special warranties" are written warranties required by or incorporated in the contract documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.
- Categories of warranties require for the Work include:
- Special product warranty issued by Contractor and, where required, countersigned by installer or other recognized entity involved in performance of the work.

- Specified product warranty issued by a manufacturer or fabricator for compliance with requirements in contract documents.
- Coincidental product warranty, available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirements (non-specified warranty).
- Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

Submittal Requirements

- Assemble Warranties, Bonds, and Service and Maintenance Contracts, executed by each of the respective Manufacturer, Suppliers and Subcontractors.
- Contractor and each Subcontractor shall submit a completed Warranty Contact List as attached to this section or in a similar format.

Format

- Bind each manual in a three-ring, heavy-duty, vinyl, hardboard cover binder.
- On cover, imprint the "Warranty Manual"; name of project, Owner, Architect; and date of substantial completion.
- On bound edge, imprint name of project and owner and date of substantial completion.
- Pages to be neat clean sheets, 8-1/2 by 11-inch maximum size or accordion foldouts to same size.
- Items to be identified with tabbed dividers showing name and number of appropriate specification sections.
- Arrange dividers and items in order they occur in specifications.
- Information Required
- Table of contents identifying separate warranties by specification section number and name.
- Contractor's warranty of the work per contract documents.
- Warranties, certificates, and bonds for all portions of the work per specifications.

Provide complete information for each item:

- Product or Work Item.
- Firm, with name of principal, address, and telephone number.

- Beginning date of Warranty, Bond, or Service and Maintenance Contract.
- Duration of Warranty, Bond, or Service and Maintenance Contract.
- Provide the following information for Owner's Personnel:
- Procedure in case of failure or malfunction.
- Instances which affect Warranty or Bond validity.
- Contractor, name of responsible principal, address, and telephone number.

Distribution:

- Submit one preliminary copy to Owner's Representative for approval prior to final submittal.
- After approval of preliminary copy and within ten (10) days following Substantial Completion, prepare and submit four final copies to Architect -one for Architect and three for Owner.

Warranty Obligations:

Following completion of field testing and before building and/or phase commissioning, the Contractor will be responsible for required interim maintenance. A record of the interim maintenance will be kept and made available to the Owner upon final completion of the project.

Conducting of tests and inspections, review of specifications or plans, payment for goods and services, or acceptance by the Owner does not constitute a waiver, modification, or exclusion of any express or implied warranty or any right under the contract or in law.

If the Contractor elects to store equipment or any subcomponent thereof on the project site or in an offsite storage facility, such storage shall be in accordance with the vendor's recommendations. All precautions to protect the original vendor's warranty, including interim maintenance, shall be exercised by the Contractor at the Contractor's expense.

1-05.11 Final Inspection

Amend this section as follows:

Preliminary Deficiency List (Punch List)

At a time prior to the Contractor's request for Final Inspection the Owner will perform one combined pre-final inspection of the work and provide the Contractor a list of items requiring additional work. All items appearing on the

Pre-final inspection Deficiency List shall be corrected and the Owner notified in writing prior to the request for Final Inspection.

Before final payment and contract completion is accepted, contractor shall:

- Furnish record data.
- Submit application for Final Payment showing all items at one hundred percent completion.
- Provide Written Request to the City of Bellingham, Project Manager for Final Inspection.

Add the following new section:

1-05.12(1) One-Year Guarantee Period

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

Add the following new section: (replaces 1720)

1-05.18 Record Drawings

(March 8, 2013 APWA GSP)

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has

occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot

As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
 - Additions - Red
 - Deletions - Green
 - Comments - Blue
 - Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

Maintenance of Record Drawings and Samples

- A. Maintain and store apart from documents used in construction:
 - a. Contract Drawings annotated as work progresses.
 - b. Specifications, as work progresses.
 - c. Addenda.
 - d. Change Orders and other Contract Modifications.
 - e. Accepted Shop Drawings, product data, samples, etc.
 - f. Field Test Reports.
 - g. Current Construction Schedule.

- B. Maintain Record Drawing in clean orderly and legible condition. Do not use for construction purposes.
- C. Make documents available at all times for inspection by Owner.
- D. Label each document "PROJECT RECORD" in neat large block letters.
- E. Record information concurrently with construction progress.

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$ \$\$\$1\$\$)	Lump Sum
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Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

1-06 Control of Material

Amend this section as follows:

None but skilled workers or skilled subcontractors shall be employed on work requiring special qualifications. When required in writing by the City, the Contractor or any subcontractors shall discharge any person or subcontractor who is, in the opinion of the City, incompetent, unfaithful, disorderly, or otherwise unsatisfactory. The Contractor shall not again employ such discharged person or subcontractor on the work except with the consent of the City. Such discharge shall not be the basis for any claim for compensation against the City or its officers.

It is the intent of these Plans and Specifications to obtain good workmanship throughout upon completion. The Work will not be accepted unless this result is obtained.

The Contractor is required, upon completion of the Work, to furnish the Owner a written guarantee covering all material and workmanship for a period of one year after the date of final acceptance. The Contractor shall make all necessary repairs and/or replacements during that period at his/her own expense, if such repairs are necessitated as the result of furnishing, under this Contract, poor materials and/or workmanship

1-06.2 Acceptance of Materials

Amend this section as follows:

Materials testing, as outlined in Section 1-06.2 of the Standard Specifications, shall be provided by the City.

The City will employ and pay for services of an Independent Testing Laboratory to perform compaction, concrete, and related testing services.

The Contractor shall provide certification that seed complies with the specification herein. The Contractor shall provide a test report showing topsoil complies with the specification herein.

Employment of Testing Laboratory will in no way relieve Contractor of its obligation to perform work in accord with contract.

Contractor's Responsibilities:

- Cooperate with Laboratory personnel, provide access to work, arrange access to manufacturer's operations.
- Provide Laboratory preliminary representative samples of materials to be tested, in required quantities.
- Furnish copies of mill test reports. Casual labor and facilities for access to work to be tested; to obtain and handle samples at the site; to facilitate inspection and tests; for Laboratory's exclusive use for storage and curing of test samples.
- Notify Laboratory sufficiently in advance of operations to allow for its assignment of personnel and scheduling of tests.
- Arrange with Laboratory and pay for additional inspections, sampling and testing required for the Contractor's convenience and when initial tests indicate work does not comply with Contract Documents.
- Coordinate requests for services through City employed Testing Laboratory through Agency Representative.

- Cooperate with Laboratory personnel, provide access to work, arrange access to manufacturer's instructions, specifications, or other written directions.

Testing & Inspections:

- The Contractor shall arrange for all with the City of Bellingham Building Services Department. This item shall be incidental to the Contracts and shall not be measured for payment.
- In the event the Owner grants the Contractor permission to work outside normal working hours, the contractor shall bear any additional costs or surcharges arising from materials testing by an independent testing agency. These testing costs may include mileage, park staff overtime, testing agency overtime, and a 15% service fee.
- The Owner may require additional tests and inspections because of:
 - Failure on the part of the Contractor to satisfy all items on the final punch list prior to scheduled punch list inspection (Final Inspection).
 - Defective installation of materials that appear during construction, or during guarantee period.
- For each additional inspection or test required, Contractor shall pay for cost of testing and the Owner's current hourly rate of pay plus 15% service fee, and for travel expense by private automobile at the current I.R.S. approved mileage rate.

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the

Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

Section 1-07.2(1) is supplemented with the following:

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

Section 1-07.2(2) is supplemented with the following:

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

Section 1-07.2(3) is supplemented with the following:

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

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995)

If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.16 Protection and Restoration of Property

Amend this section as follows:

The Contractor shall limit his/her use of the premises to the work area indicated and confine operations at the site to the areas permitted under the Contract. Portions of the site beyond work areas are not to be disturbed unless approved by the Owner. Conform to site rules and regulations affecting the work while engaged in project construction. Notes apply to all sites unless noted otherwise.

The Contractor shall also take necessary precaution to protect the health, safety and welfare of the public from harm caused by his work, by providing supplemental fencing and barricades. The Contractor shall exercise due caution in all operations in connection to this project and allow for appropriate safety precautions.

Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

The Contractor shall take appropriate measures to protect his/her equipment, materials, work, and other items associated with this project from vandalism. The contractor shall hold the Owner harmless and defend the Owner against all claims relating to vandalism of contractor's equipment, materials, work, or any other items related to this project.

1-07.17 Utilities and Similar Facilities

Amend this section as follows:

The plans show the location of numerous utilities. The location of existing utilities as shown on the drawings is approximate and is not warranted to be a representation of all utilities in the project area. Existing monuments and utilities shall be preserved. The Contractor is specifically cautioned to call for utility locates no less than two days prior to any excavating or grading in the project area. The contractor shall promptly notify the Engineer of any conflicts between the contract documents and field location of existing utilities. The contractor shall be responsible for maintaining the integrity of all existing utilities and drain lines during construction.

The contractor shall call for locates in a timely manner prior to any construction. The following utility locate number is provided for the convenience of the Contractor: 1.800.424.5555. All costs incidental to determining the location of the existing facilities shall be included in the base bid. Use of the partially complete or completed facilities will not mean acceptance of them according to this contract.

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

The Contractor shall exercise caution while excavating the designated construction area. Disturbed monuments shall be replaced by City of Bellingham at the Contractor's expense. Disturbed utilities shall be replaced at the Contractor's expense. No additional compensation will be made for any delays caused by utility relocation. Furthermore, the Contractor shall hold harmless and defend the Owner from any and all claims made by the Contractor arising directly or otherwise out of any conflict between the Work under this Contract and any interference or delay for whatever reason including inaccurate locates of all utility lines, public or private.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Puget Sound Energy (PSE), Electrical Power, 2131 Nevada Street, Bellingham, WA 98229 Jane Major – office (360) 715-7221, cell (360) 791-2748

Cascade Natural Gas, Natural Gas, 1600 Iowa Street, Bellingham WA 98229-4707
Brandon Haugness, inspector (360) 303-2020

Frontier Communications, Telephone and Communications, 595 Pease Road, Burlington, WA 98233-3115 Barbara Robinson - cell (360) 770-6594 ; Dean Dupris - Construction supervisor (360) 757-7621, office; (360) 770-7626, cell

Comcast, Cable, 400 Sequoia Dr, Bellingham, WA 98226-7133 Bill Inama (360) 527-8241 office; (360) 815-6354 cell

1-07.23 Public Convenience and Safety:

Amend this section as follows:

Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.

In addition to the standard described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction.

Provide all required personnel, equipment, and materials needed to maintain specified standard of cleanliness.

Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.

Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the ecology.

Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy, or otherwise service.

Maintain the site in a neat and orderly condition at all times to the satisfaction of the Owner.

Maintain continuous cleaning and wetting procedures to control dust pollution at project site and haul routes as required by governing authorities and the Contract Documents. Use power sweepers for street cleaning, if necessary.

Schedule cleaning so that resultant dust and contaminants will not fall on wet or newly coated surfaces.

Comply with safety standards and governing regulations for cleaning operations.

Do not burn waste materials at Site.

Do not bury debris or excess materials on Owner's property.

Do not discharge volatile or other harmful or dangerous materials into drainage systems

Remove waste materials from Site and dispose of in lawful manner.

All costs for cleaning and dust control is considered incidental to other bid items.

1-07.23(2) Construction and Maintenance of Detours

(*****)

Pedestrian Control and Protection:

Section 1-07.23(2) is supplemented with the following:

All existing pedestrian routes and access points within the project limits, including sidewalks and crosswalks, shall remain open and clear at all times using the provided pedestrian detour plan for control and protection. If the Contractor wants to modify the provided pedestrian detour plan to better coordinate the operation of the project, the Contractor may propose a revised pedestrian detour plan that complies with the MUTCD, ADA requirements, and these Specifications. Contractor proposed TCP's detailing the alternative accessible pedestrian route shall be approved by the Engineer prior to implementation. The plans will either be returned for correction, approved as noted, or approved for use by the end of a 10-day review period. Each time the plan is returned for correction, an additional 10-day review period may be necessary.

Protective barricades, fencing, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe, well defined and accessible. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Foot bridges shall be safe, strong, and free of bounce and sway, have a slip resistant coating, and be free of cracks, holes and irregularities that could cause tripping. Ramps, with a maximum slope of 8.3%, shall be provided at the entrance and exit of all raised footbridges. The maximum cross slope shall be 1.5%. When the existing facility is illuminated or TCP's requires illumination, illumination shall be provided during the hours of darkness. Retroreflective delineation shall be provided during hours of darkness.

Where accessible pedestrian routes are allowed to be closed by the Engineer during construction, an alternate accessible pedestrian route shall be provided that complies with the MUTCD, ADA requirements and these Specifications. The alternate accessible pedestrian route shall not have abrupt changes in grade or terrain. Barriers and channelizing devices shall be detectable to pedestrians who

have visual disabilities. Where it is necessary to divert pedestrians into the roadway, barricading or channelizing devices shall be provided to separate the pedestrian route from the adjacent vehicular traffic lane. Barricading or channelizing devices used to separate pedestrian and vehicular traffic shall be crashworthy and, when struck by vehicles, present a minimum threat to pedestrians, workers, and occupants of impacting vehicles. At no time shall pedestrians be diverted into a portion of the street used concurrently by moving vehicular traffic. The Traffic Control Plan shall address the following:

- A. *All pedestrians, including persons with disabilities, shall be provided with a safe and accessible route.*
- B. *The width of the existing pedestrian facility shall be maintained if possible. When it is not possible to maintain a minimum width of 60-inches throughout the entire length of the pedestrian route, a minimum width of 48-inches shall be provided with 60-inch x 60-inch passing zones spaced at maximum intervals of 200-feet to allow individuals in wheelchairs to pass.*
- C. *Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, alternate accessible pedestrian route, or other pedestrian facility.*
- D. *Signs and other devices mounted lower than 84-inches above the temporary accessible pedestrian route shall not project more than 4-inches into the accessible pedestrian route.*
- E. *A smooth, continuous hard surface shall be provided throughout the entire length and width of the pedestrian route throughout construction. There shall be no curbs or vertical elevation changes greater than ½-inch in grade or terrain that could cause tripping or be a barrier to wheelchair use. Vertical elevation differences between ¼-inch and ½-inch shall be beveled at a maximum 2:1 slope.*
- F. *When channelization is used to delineate a pedestrian pathway, a continuous detectable edging shall be provided throughout the length of the facility such that pedestrians using a cane can follow it. Edging shall protrude at least 6-inches above the surface of the sidewalk or pathway with the bottom of the edging a maximum of 2-1/2 inches above the surface.*
- G. *Temporary ramps shall be provided when an alternate accessible pedestrian route crosses a curb and no permanent curb ramps are in place. The width of the curb ramp shall be a minimum of 48-inches and the maximum slope of the ramp shall be 8.3%. The maximum cross slope shall be 2.0%. The bottom of the curb ramp shall be flush with the Roadway. Temporary detectable warning mats shall be installed at street crossings.*
- H. *When possible, an alternate accessible pedestrian route shall be provided on the same side of the street as the disrupted route. When it is not possible, the alternate route shall be clearly identified at the nearest intersection crossing prior to the closure area.*

- I. *Information regarding closed pedestrian routes, alternate crossings, and sign and signal information shall be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a cane or who have low vision.*
- J. *It is desirable that pedestrians cross to the opposite side of the roadway at intersections rather than mid-block. Appropriate signing shall be placed at the intersections prior to any pedestrian route closure.*
- K. *If not otherwise stated in the contract provisions, access to transit stops shall be provided and maintained at all times. Transit stops may be temporarily relocated with approval of the transit agency and the Project Engineer.*
- L. *At locations where adjacent alternate walkways cannot be provided, appropriate signs shall be posted at the limits of construction and in advance of the closure at the nearest crosswalk or intersection, to divert pedestrians across the street. Physical barricades shall be installed to prevent visually impaired people from inadvertently entering a closed area.*

1-07.24 Rights of Way

(October 1, 2005 APWA GSP)

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

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

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

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the 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.

1-08.1 Subcontracting (replaces portions of CSI 01010 statement of work)

Amend this section as follows:

The General Contractor is responsible for expediting, coordinating and scheduling the work and that of the subcontractors. S/he shall cooperate with these Subcontractors, who in turn must show themselves cooperative.

General Contractor and Subcontractors shall cooperate fully with Owner and comply with their scheduling, safety dust and noise mitigation needs.

1-08.3(1) Progress Schedule General Requirements

Amend as follows:

If the Contractor plans or intends to complete the Work earlier than any required Completion Date, the Owners, and Owner's Representative shall not be liable to the Contractor for any costs or other damages if the Contractor does not complete the Work before this earlier date for any reason. The duties,

obligations and warranties of the Owner to the Contractor shall be consistent with and applicable only to the completion of the Work on the Completion Dates required in the Owner-Contractor Agreement, unless Owner and the Contractor otherwise agree in writing.

Acceptance by the Architect and Owner's Representative of the Contractor's Progress Schedule is advisory only and shall not release the Contractor of the responsibility for accomplishing the Work within each and every Contract-required Completion Date. Omissions and errors in the Progress Schedule shall not excuse performance that is not in compliance with the Contract. Acceptance by the Owner, Construction Manager or Architect in no way makes the Owner, Owner's Representative or the Architect an insurer or guarantor of the Progress Schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of Owner's Representative or Architect acceptance of the Construction Schedule.

The Contractor shall coordinate the work with that of the other contractors and shall cooperate fully with the Owners Representative in maintaining orderly progress toward completion of the Work as scheduled.

The Contractor shall inform the Subcontractors of progress while the Work is underway regarding delivery status of Owner-furnished equipment and material and of the progress of construction work being performed under separate contracts.

The Contractor shall involve all applicable Subcontractors in the schedule development, updating and revisions.

1-08.3(2) Progress Schedule Types

Amend this section as follows:

The contractor shall use a Type A bar chart schedule.

1-08.3(3) Schedule Updates

Delete "The contractor shall submit five copies of a type a or type b schedule update within 15 calendar days of receiving a written request..."

Replace with, "The contractor shall submit five copies of a Type A or Type B schedule update within 5 calendar days of receiving a written request..."

1-08.5 Time for Completion

Amend this section as follows:

The Contractor must use any sequence of operation compatible with construction permits and the completion dates stipulated.

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within _____ (***) working days, which includes time to procure the restroom building, time required by the supplier to draft and provide Contractor and Owner preliminary restroom drawings for review, complete final sealed drawings and structural calculations for submittal to Washington Department of Labor and Industries and the Owner for review, submittal of sealed drawings to City of Bellingham Building Services for review and approval, building fabrication and delivery to the site, site preparation, installation, all utility hook up, permit sign off, site restoration and other related work necessary for the completion of a fully functioning restroom facility as shown in the plans and as specified. The owner shall have up to five (5) working days to review and comment on submittals.

(August 14, 2013 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

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

1-09.7 Mobilization

Section 1-09.8 is supplemented with the following:

This item shall consist of preparation work and operations performed by the Contractor. Mobilization costs shall also include Demobilization in accordance with the pay schedule identified herein. In addition, all costs for acquiring, preparing, and cleaning up the staging area for the project will be considered part of this item. Based on the lump sum contract price for, 'Mobilization',

partial payments will be made as in accordance with Section 1-09.7 of the Standard Specifications. Payment shall be per lump sum.

1-09.8 Payment For Material On Hand

The last paragraph of Section 1-09.8 is revised to read:

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

1-09.9 Payment

Amend this section as follows:

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

Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

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.

Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

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.

Each Application for Payment shall be consistent with previous Applications as certified by the Owner.

Contractor shall complete applications for payment on an approved payment format.

With each Application submit partial waivers of lien on each item for amount requested prior to deduction for retainage.

When Application shows completion of an item, submit final waivers or full waivers.

Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of work covered by the application who could lawfully be entitled to a lien.

Submit waivers of lien on forms acceptable to the Owner.

The following actions and submittals must precede the first Application for Payment:

1. Construction Schedule
2. Initial Progress Report
3. Certificates of Insurance and Insurance Policies
4. State Certified Intents to Pay Prevailing Wages

Submittals following Certificate of Substantial Completion:

1. Warranties
2. Maintenance Instructions
3. Final Cleaning

Administrative actions and submittals which must precede or coincide with submittal of final Application of Payment includes:

1. State Certified Affidavit of Wages Paid
2. Completion of Project Closeout Requirements.
3. Completion of items specified for completion after Substantial Completion.
4. Transmittal of required project construction records to the Owner.
5. Removal of temporary facilities and services, unless alternate schedule has been agreed upon.
6. Removal of surplus materials, rubbish, and similar elements.
7. Punch list is complete

1-10.2(1) Traffic Control Management

(*****)

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

The Contractor shall provide at least one lane of continuous access to Arbor Road for the duration of the project. The Contractor may use steel plates, cold mix asphalt, granular base, or other methods, to provide access to Arbor Road. All of these materials, labor and work shall be considered incidental to the bid item "Project Temporary Traffic Control."

The Contractor shall be allowed to close the parking area from public vehicular access for (4) total days during the project duration. The Contractor shall provide (7) calendar days' notice to the Contracting Agency prior to any parking lot closure. During this closure, public pedestrian access to surrounding facilities will be permitted."

1-10.2(2) Traffic Control Plans

(*****)

Section 1-10.2(2) is replaced with the following:

"The Contractor shall submit Traffic Control Plans to the Contracting Agency for review and approval prior to the start of construction and at any time during the life of the Contract as needed."