

2022-23 LIFT STATION AWNINGS

LACEY PROJECT NUMBER PW 2022-18

SPECIFICATIONS AND BID DOCUMENTS DEPARTMENT OF PUBLIC WORKS

LACEY PROJECT NUMBER PW 2022-18

CITY OF LACEY WASHINGTON

CITY OFFICIALS

MAYOR ANDY RYDER

DEPUTY MAYOR MALCOLM MILLER

COUNCIL MEMBERS LENNY GREENSTEIN

MICHAEL STEADMAN

CAROLYN COX

ED KUNKEL

ROBIN VAZQUEZ

CITY MANAGER RICK WALK (INTERIM)

CITY ATTORNEY DAVID S. SCHNEIDER

DIRECTOR OF PUBLIC WORKS SCOTT EGGER, P.E.

CITY ENGINEER AUBREY COLLIER, P.E., S.E.

Scott Egger, P.E.

LACEY CONTRACT NUMBER PW 2022-18 CITY OF LACEY

I hereby certify that the Project Specifications were prepared by me or under my direct supervision and I am a duly registered Engineer under the laws of the state of Washington.

20111174 O Swidechi 21 STER GILL 2/18/2013

John Mark Lewis Swidecki City of Lacey Sections A, B, C, D, E and F

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A INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

Bidders shall examine contract and bid documents and the site and shall satisfy themselves as to conditions that exist.

Each Bidder shall submit to the City Clerk, Lacey, Washington a sealed bid endorsed upon the outside wrapper with 2022-23 Lift Station Awnings at the time and place designated in the advertisement.

Bids may be delivered in person to Lacey City Hall, 420 College Street SE, or by mail to City of Lacey 420 College St SE Lacey, WA 98503.

The City of Lacey is committed to offering reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 491-3212 at least seventy-two (72) hours before the meeting to discuss any special accommodations that may be necessary. Citizens with hearing impairment may call the TDD line at (800) 833-6388.

Each Bidder shall complete the proposal with prices in figures with the extension properly computed. The proposal must be properly signed by a duly authorized agent. Proposal must acknowledge addenda, if any, received.

If alternates are included in the proposal the Bidder shall complete the alternates. The City will award the contract to the lowest responsible Bidder as determined by the Special Provisions. The City reserves the right to delete alternates after award.

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

The City does not pre-qualify Bidders. However, if the apparent low Bidder has not already been determined qualified, the City shall afford seven (7) days after notification for the low Bidder to provide evidence for evaluation, as to capability to perform the work. The evaluation will include consideration of experience, personnel, equipment, financial resources as well as performance record. The information must be sufficient to enable the Bidder to obtain the required qualification rating prior to the award of the contract.

No bidder may withdraw his bid after the hour set for the opening of bids or before award of the contract unless said award is delayed for a period of forty-five (45) days.

CONTRACT PARTS

The contract to be executed as a result of this bid consists of multiple parts, all of which pertain as if fully attached hereto and Bidder shall consider all parts as a complete document. In the event of discrepancies between the various parts, precedent shall be in the following order:

- 1. Contract Form,
- 2. Addenda (if any),
- 3. Proposal Form,
- 4. Special Provisions,5. Technical Specifications, if included,
- 6. Contract Plans,
- 7. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction,
- 8. City of Lacey Development Guidelines and Public Works Standards, and
- 9. WSDOT Standard Plans for Road, Bridge and Municipal Construction
- The Bidder is directed to complete and return the forms in Section B as a bid proposal.

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be executed in full as required, and submitted with the bid proposal:

- 1. Proposal: The unit prices bid must be shown in the space provided.
- 2. Proposal Signature Sheet: To be filled in and signed by the bidder. All addenda must be acknowledged.
- 3. Bid Deposit: Any bid shall be accompanied by a deposit of cash, certified check, cashier's check, or surety bond, in an amount equal to at least five percent (5%) of the total amount bid. Checks shall be payable to the City Clerk, City of Lacey, Washington.

If a surety bond is used, it shall be submitted on a form furnished by the Commission and signed by the bidder and his surety company. The sureties' "attorney-in-fact" must be registered with the Washington State Insurance Commissioner. The power of attorney must also be submitted with the bond. See Specification section 1-02.7 for more information.

4. Non-Collusion and Debarment Affidavit.

The following form must be submitted within 24 hours following the bid submittal deadlines.

5. Certification of Compliance with Wage Payment Statutes

The following must be completed before the contract can be awarded:

- 6. L&I training on the requirements related to public works and prevailing wages per RCW 39.04.350
- 7. Certification of Employment Security Department (ESD) good standing

The following forms are to be executed after the contract is awarded:

- 8. Contract: This agreement to be executed by the successful bidder
- 9. Performance and Payment Bond
- 10. Insurance Certificate

Bidder's Checklist 1. Proposal 2. Proposal Signature Sheet Addenda Acknowledged 3. Bid Deposit Power of Attorney included if applicable 4. Non-Collusion and Debarment Affidavit 5. Certification of Compliance with Wage Payment Statutes 6. L&I Public Works Prevailing Wage Training 7. **ESD** Certification

B BID DOCUMENTS

CITY OF LACEY

2022-23 Lift Station Awnings

Lacey Contract Number:

PW 2022-18

<u>Federal Aid Project Number:</u>
<u>WSDOT Contract Number:</u>

TIB Contract Number:

Contract	Pro	posal
----------	-----	-------

The undersigned, as bidder, has examined the bid documents as prepared by the Public Works Department, City of Lacey.

The undersigned, as bidder, proposes to furnish all material and perform all labor in accordance with the bid documents at the following prices.

Bidder must fill in unit prices in figures for each item and total.

Bidder shall sign this proposal form and submit all required paperwork with the bid.

A Sewer - Lift Station Awnings

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
A1	20000	MC	104-010	Minor Change	\$1.00	\$20,000.00
A2	1	LS	109-010	Mobilization	LUMP SUM	
A3	24	HR	708-810	Utility Potholing		
A4	7	EA	722-550	Cabinet Awning		
A5	7	EA	722-555	Foundation		
A6	1	LS	850-792	Project Closeout	\$1,000.00	\$1,000.00

Schedule A Subtotal:

Tax Rate (%): 9.50 Tax:

Schedule A Total:

B General - Kiosk Awning

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
B1	1	EA	722-550	Cabinet Awning		_
B2	1	EA	722-555	Foundation		

Schedule B Subtotal:

Tax Rate (%): 9.50 Tax:

Schedule B Total:

Contract Total:

(All Schedules)

The undersigned also agrees as follows:

Within 10 calendar days after the contract is awarded to sign and return the contract and provide insurance documents.

That this proposal cannot be withdrawn within 45 days after receipt of bids.

That it is the understanding that the City of Lacey may accept or reject any or all bids.

The undersigned hereby agrees to pay for labor not less than the prevailing rates of wages per the bid documents.

- Enclosed with this proposal is a bid deposit in the sum of 5% of the bid total amount which it is agreed shall be collected and retained by the City of Lacey as liquidated damages in the event this proposal is accepted by the City of Lacey with 45 calendar days after the receipt of bids and the undersigned fails to execute the contract and the required bond with the City of Lacey, under the conditions thereof, within 10 calendar days after the undersigned is notified that said proposal has been accepted, otherwise said bid deposit shall be returned to the undersigned upon demand.
- A Performance/Payment Bond will be furnished to the City with the contract.
- Retention will be held on this contract per RCW 60.28.011.

Addenda Receipt Ad	cknowledged			
,,,				
Signature of Bidder		Date		
(If an Individual, Par	tnership, or Non-Incorporated organiza	ition)		
Firm Name	Please Print	Phone		
Address of Bidder:				
Name and Address	of Firm Members:			
Signature of Bidder	(if a Corporation)			
Title:				
Firm Name:			Phone:	_
Business Address:				=
Incorporated under t	the Laws of the State of		_	
Officers	Address	3		
President:				_
Secretary:				_
Treasurer:				_

BID DEPOSIT SELECTION

A bid deposit in an amount of five percent (5%) of the total bid amount is attached hereto				
CASH		In the amount of		
CASHIER'S CHECK		In the amount of		
CERTIFIED CHECK		In the amount of		
BID BOND		In the amount of 5% of the total bid amount		

CONTRACTOR'S BID DEPOSIT SURETY BOND to City of Lacey, Washington

We,		, as Principal, existing u	nder and by virtue of the	laws of
the State of Washington	n and authorized	to do business in the Star	te of Washington, and	
		rety, organized and existing		
	$_$, are held and	firmly bound unto the Ci	ty of Lacey, a Washingto	n
		um of 5% of the total amo		
\$, for th	ne payment of which we j	ointly and severally bind	
ourselves, and our legal	l representatives	and successors.		
WHEREAS, the Princip	pal has submitte	d a bid for PW 2022-23 L	ift Station Awnings.	
NOW THEREFORE, tl	he condition of t	the obligation is such that	if the Obligee shall acce	pt the
bid of Principal and ma	ke timely award	I to the Principal accordin	g to the terms of the bid	
documents; and the Prin	ncipal shall, with	hin ten days after notice o	f the award, exclusive of	the
day of notice, enter into	the contract wi	th the Obligee and furnish	the contractor's bonds	
		Surety satisfactory to the	_	-
		d including additives, alte		
-		ull and void; otherwise if	-	
		tractor's bonds within ten		
		ant of the bid deposit shal		
	out in no event v	will the Surety's liability	exceed the face amount o	t this
bid bond.				
Th:		:1	11 1	~? J1
•		inal counterparts, and sha		•
		be accepted if it is accorder executing on behalf of		.ea ana
original power of attorn	icy for the office	creating on behan or	ne surety.	
PRINCIPAL (CONTRA	ACTOR)	SURETY		
Principal Signature	Date	Surety Signature	Date	
Printed Name		Printed Name		
Title		Title		_
Name, address, and telephor	ne of local office/ag	gent of Surety Company is:		

NON-COLLUSION AND DEBARMENT AFFIDAVIT

State of)	
)aa	
)ss	
County of)	
I, the undersigned, being duly sworn copartnership or corporation herein ragreement, participated in any collust competitive bidding in the preparation consideration in the award of a contraction.	named, has not either ion, or otherwise take on and submission of	directly or indirectly, entered into any en any action in restraint of free a proposal of the City of Lacey for
a controlling capacity associated ther or federal funds; is not currently und determination of ineligibility by any voluntarily excluded or determined in years; does not have a proposed deba had a civil judgment rendered agains competent jurisdiction in any matter years.	rewith or any position er suspension, debarm federal or State agence neligible by any federarment pending; and he t said person, firm, a sinvolving fraud or of	ey; has not been suspended, debarred, ral or State agency within the past three has not been indicted, convicted, or association or corporation by a court of afficial misconduct within the past three
I further acknowledge that by signing to the provisions of this affidavit.	g my signature, I am o	deemed to have signed and have agreed
	Name of Project	
		Name of Firm
		Signature of Authorized Member
Sworn to before me this		
day of	,20	
-	· · · · · · · · · · · · · · · · · · ·	
Notary Public		
(CORPORATE SEAL)		

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the

foregoing is true and	l correct.		5
Bidder's Business 1	Name		
Signature of Autho	rized Official*		
Printed Name			
Title			
Date	City	State	
Check One:			
Sole Proprietorship	□ Partnership □	Joint Venture □	Corporation \square
State of Incorporation formed:	on, or if not a corpora	ation, State where b	usiness entity was
If a co-partnership, §	give firm name unde	r which business is	transacted:

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

^{*} If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

CERTIFICATION OF EMPLOYMENT SECURITY DEPARTMENT (ESD) GOOD STANDING AND NUMBER

The bidder hereby provides an ESD number and certifies that per RCW 39.04.350 and Title 50 RCW, in which the City will verify prior to entering into contract with the Contractor, that the Bidder has a valid ESD number and is deemed to be in good standing with Washington State's Employment Security Department.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Na	me			
Employment Security Department (ESD) Number				
WA State Unified Bus	siness Identifier (UBI #)			
Signature of Authoriz	zed Official*			
Printed Name				
Title				
Date	City	State		

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C CONTRACT DOCUMENTS

Project Number PW	

CONSTRUCTION CONTRACT

THIS AGREEMENT, made and effective as of the date of the last signature below, between the City of Lacey, hereinafter called Owner, under and by virtue of the charter, laws and ordinances of the said Owner and the laws of the State of Washington, and

hereinafter called Contractor,

WITNESSETH:

That in consideration of the payment, covenants and agreement hereinafter mentioned, attached and made a part of this Agreement, to be made and performed by the parties hereto, the parties covenant and agree as follows regarding:

1. The Contractor shall do all work and furnish all tools, materials and equipment in accordance with and as described in the attached Plans and Specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or in addition to the work covered by this Contract and every part thereof and any force account work which may be ordered as provided in this Contract and every part thereof.

The Contractor shall provide and bear the expense of all materials, labor, equipment, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the Owner.

- 2. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract and every part thereof.
- 3. Contractor, for himself and for his heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of Contractor.
- 4. It is further provided that no liability shall attach to Owner or Agent thereof by reason of entering into this Contract, except as expressly provided herein.
- 5. Payments will be made under the Contract according to the schedule of rates and prices and the specification attached and made a part thereof. Partial payments under the Contract will be made at the request of the Contractor not more than once each month upon approval of the Owner, as hereinafter specified, provided they are in accordance with the provisions of RCW 60.28.010. There will be reserved and retained from monies

earned by the Contractor, as determined by such monthly estimates, a sum equal to 5 percent of the Contract price.

Payment of the retained percentage shall be withheld for a period of forty-five (45) days following the final acceptance of the work and materials by the Owner, and shall be paid the Contractor at the expiration of said forty-five (45) days in event no claims, as provided by law, have been filed against such funds; and provided further, that releases have been obtained from all departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims together with a sum sufficient to pay the cost of such action, and to cover attorney fees as determined by the Owner.

6. Requests for review of substitute items of material or equipment will not be accepted by the Owner or Agent from anyone other than the Contractor. If the Contractor wishes to furnish a substitute item, the Contractor shall make written application to the Owner's Agent for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, which shall be considered by the Owner in evaluating the proposed substitute. The Owner may require the Contractor to furnish at the Contractor's expense, additional data about the proposed substitute. The Owner will be the sole judge of acceptability, and no substitute will be ordered without the Owner's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any other substitute.

The Owner or Agent will record the time and expenses in evaluating substitutions proposed by the Contractor. Whether or not the Owner accepts a proposed substitute, the Contractor shall reimburse the Owner for the costs of evaluating any proposed substitute.

- 7. The Owner reserves the right, after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to make good any defects in the equipment or to recover any over-payment resulting from dishonest acts of the Contractor.
- 8. The contract time will commence to run, and the Contractor shall start to perform his obligation under the contract documents, on the day indicated in the Notice to Proceed given by Owner to Contractor; but in no event shall contract time commence to run later than the 30th calendar day after the date when both Owner and Contractor execute the Contract. A Notice to Proceed may be given at any time within thirty (30) calendar days after the date when both Owner and Contractor execute the Contract.
- 9. The Contractor shall guarantee the materials and workmanship for a period of one (1) year from and after the date of final acceptance by the Owner.

If, within said guarantee period, repairs are required which, in the opinion of the Owner, are rendered necessary as a result of work or materials which are inferior, defective or not

in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, (a) correct all defects and place in satisfactory condition in every particular all of such guaranteed work and materials; (b) make good all damage which in the opinion of the Owner is caused by such defects; and (c) make good any other work or material or the equipment and contents of a building, structure or site disturbed in fulfilling any such guarantee.

If the Contractor, after notice, fails within ten (10) days to proceed to comply to the terms of this guarantee, the Owner may have the defects corrected, and the Contractor and his Surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of the Owner, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor shall pay the cost thereof.

IN WITNESS WHEREOF, the said Contractor has executed this instrument and the City Manager, pursuant to resolution duly adopted, has caused this instrument to be executed in the name of the City of Lacey the day and year first above-written.

	Contractor	Date
	Contractor's Registration Nu	ımber (UBI No.)
	City of Lacey Business Lice	nse Number
	City Manager	Date
ATTEST: By:		
City Clerk		
APPROVED AS TO FORM: By:		
City Attorney		

CONTRACTOR'S PERFORMANCE/PAYMENT BOND to City of Lacey, Washington

and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Lacey, as Obligee, in the sum of \$\sum_{\text{total}}\$ total Contract amount (including Washington State sales tax), subject to the provisions herein. The obligations of this bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; shall pay all persons in accordance with chapters 39.08, 39.12, and 60.28 RCW, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; shall warranty the work as provided in the Contract and shall indemnify and hold harmless the Obligee from any defects in the workmanship and materials incorporated into the work for the period identified in the Contract; and if such obligations have not been fulfilled, this bond shall remain in full force and effect. The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for s	The City of Lacey, Washing Principal, a contract for the PW 2022-18 in Lacey, Was performance/payment bond	construction of the phington, and said Pr	project designated as 2022 incipal is required under the	-23 Lift Station Awnin he terms of the Contract	to furnish a
administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; shall pay all persons in accordance with chapters 39.08, 39.12, and 60.28 RCW, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; shall warranty the work as provided in the Contract and shall indemnify and hold harmless the Obligee from any defects in the workmanship and materials incorporated into the work for the period identified in the Contract; and if such obligations have not been fulfilled, this bond shall remain in full force and effect. The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. This bond may be executed in two original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. Principal Signature Date Printed Name Printed Name Printed Name	Audit Staff Bureau of Accordaccy, as Obligee, in the sur	Companies Acceptaints, U.S. Treasury on of \$	able in Federal Bonds" as Dept., are jointly and seve	e State of Washington as published in the Federal rally held and firmly bo	s surety and named Register by the und to the City of
Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. This bond may be executed in two original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. PRINCIPAL (CONTRACTOR) SURETY Principal Signature Date Printed Name Printed Name Title Title Title	administrators, successors, of Contract and fulfill all the te Contract that may hereafter accordance with chapters 39 and material suppliers, and a supplies for the carrying on and hold harmless the Oblig	or assigns shall well erms and conditions be made, at the time 1.08, 39.12, and 60.2 all persons who shall of such work; shall ee from any defects	and faithfully perform all of all duly authorized mode and in the manner thereing RCW, including all world supply such contractor of warranty the work as proving the workmanship and results.	of the Principal's obligations, and specified; shall pay all there, laborers, mechanics r subcontractor with provided in the Contract and materials incorporated in	ations under the d changes to said persons in es, subcontractors, visions and l shall indemnify ato the work for the
This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. PRINCIPAL (CONTRACTOR) SURETY Principal Signature Date Printed Name Printed Name Title Title	Contract, the specifications any way affect its obligation to the terms of the Contract and conditions of the Contra	accompanying the C on this bond, and v or the work perform act that increase the	Contract, or to the work to vaives notice of any chang and. The Surety agrees that total amount to be paid the	be performed under the ge, extension of time, alt t modifications and char e Principal shall automat	Contract shall in eration or addition ages to the terms tically increase the
Principal Signature Date Surety Signature Date Printed Name Printed Name Title Title	This bond will only be accept	oted if it is accompa			
Printed Name Printed Name Title Title	PRINCIPAL (CONTRAC	CTOR)	SURETY		
Title Title	Principal Signature	Date	Surety Signature	Date	
	Printed Name	Print	ed Name		
Name, address, and telephone of local office/agent of Surety Company is:	Title	Title			
	Name, address, and telephone of	of local office/agent of	Surety Company is:		

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

I hereby elect to have the retained percent Lacey until forty-five (45) days following	tage of this contract held in a fund by the City of final acceptance of the work.
	Contractor (please print)
Date	Signature
	nvest the retained percentage of this contract tage accrues and in accordance with RCW Ch.
I hereby designate repository for the escrow of said funds.	as the
I hereby further agree to be fully responsi result of placing said percentage in escrov	ble for payment of all costs or fees incurred as w and investing it as authorized by statue.
The City of Lacey shall not be liable in an therewith.	ny way for any costs or fees in connection
	Contractor (please print)
Date	Signature
I hereby elect to hold a retainage bond.	
	Contractor (please print)
Date	Signature

D SPECIAL PROVISIONS

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SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 19, 2022 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such, but are generally denoted with (*****). The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source, except WSDOT uses a date only (2nd on list). For example:

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(March 8, 2013 APWA GSP)
(April 1, 2013)
(May 1, 2013 Lacey GSP)
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Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition
- City of Lacey Development Guidelines and Public Works Standards, current edition

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

DESCRIPTION OF WORK

This contract provides for construction of (7) wastewater lift station control cabinet awnings to include: LS-14, LS-42, LS-44, LS-45, LS-48, LS-50, and LS-52 as shown on plans and as-built drawings.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms "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 "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.

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

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.

1-02.1(1) Supplemental Qualifications Criteria (July 31, 2017 APWA GSP)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility,

including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

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 will be found in the Call for Bids (Advertisement for Bids) for the work.

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished only upon request
Contract Provisions	3	Furnished only upon request
Large plans (22" x 34")	3	Furnished only upon request

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

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

1-02.4(1) General

(January 19, 2022 APWA GSP Option B)

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business (3) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

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

(March 3, 2022 Lacey GSP)

Supplement the second paragraph with the following:

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

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

The Bidder shall submit a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification within 24 hours of the bid opening will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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

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

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

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

1-02.6 Preparation of Proposal

(August 2, 2004 WSDOT 1-02.6OPT15.GR1)

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.9 Delivery of Proposal

(March 3, 2022 Lacey GSP)

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 supplemental information is due 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 e-mail to the following e-mail address: ProjectAdmin@ci.lacey.wa.us

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.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. 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" that is received after the time specified, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.10 Withdrawing, Revising, or Supplementing Proposal (July 23, 2015 APWA GSP)

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

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

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

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the

Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

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

1-02.13 Irregular Proposals

(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

- 1. A Proposal will be considered irregular and will be rejected if:
- a. The Bidder is not prequalified when so required;
- b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
- c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions:
- d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
- e. A price per unit cannot be determined from the Bid Proposal;
- f. The Proposal form is not properly executed;
- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
- j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
- 1. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
- m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
- 2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. Receipt of Addenda is not acknowledged;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP Option A)

Delete this Section and replace it with the following:

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

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

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

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.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, and the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. 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 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond (July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for 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).

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Delete this section and replace it with the following:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF THE WORK

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

(November 20, 2020 Lacey 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 presiding over 3, 3 over 4, and so forth):

- 1. Contract Form.
- 2. Addenda (if any),
- 3. Proposal Form,
- 4. Special Provisions,
- 5. Technical Specifications, if included,
- 6. Contract Plans,
- 7. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction,
- 8. City of Lacey Development Guidelines and Public Works Standards, and
- 9. WSDOT Standard Plans for Road, Bridge and Municipal Construction

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$15,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

1-04.5 Procedure, Protest, and Dispute by the Contractor (January 22, 2022 APWA GSP)

Revise item 1 of the first paragraph to read:

1. Give a signed written notice of protest to the Engineer or the Engineer's field Inspectors within 5 calendar days of receiving a change order or an Engineer's Written Determination.

1-04.6 Variations in Estimated Quantities

(December 30, 2022 APWA GSP Option B)

Revise the first paragraph to read:

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

1-05 CONTROL OF WORK

1-05.4(2) Survey Control and Electronic Files

(August 10, 2010 Lacey GSP)

Add the following new section:

The Contractor shall re-establish the survey control used in design by using existing survey monuments and other control points as provided by the City.

When requested by the Contractor, the City will provide an electronic version of the construction plans (drawings), for use by the Contractor at the Contractor's own risk. In all cases, the approved paper construction plans are the official contract documents. If the Contractor wishes to use the electronic version of the construction plans for the purposes of providing surveying of the proposed improvements, it shall be the Contractor's responsibility to verify that any coordinates used from the electronic file match the station and offset location given in the contract construction plans. Construction plans are diagrammatic in nature. The coordinate locations of the various graphic elements within the electronic files may not necessarily be precisely shown with respect to their coordinate position. In all cases, the location callouts in the contract construction plans shall govern.

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

Supplement this section with the following:

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

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

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the

Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

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

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

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

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

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

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

1-05.12(1) One-Year Guarantee Period (March 8, 2013 APWA GSP)

Add the following new section:

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.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

Add the following new section:

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

1-05.18 Record Drawings

(January 3, 2011 Lacey GSP Option A)

Add the following new section:

The Contractor shall furnish As-Built/Record Drawings of all changes to the original plans in accordance with the following conditions:

One set of 22"x 34" plans showing the changes to the project as installed.

Drawings shall be to scale with all notations neat in appearance.

Turn the record drawings over to the Engineer for review and approval prior to final payment.

1-06 CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior to Use

(January 4, 2016 Lacey GSP)

The second sentence of first paragraph is revised to read:

The Contractor shall use the Qualified Product List (QPL), the Aggregate Source Approval (ASA) Database, or the City of Lacey Request for Approval of Material (COL RAM) form.

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

The first paragraph is revised to read:

The COL RAM shall be used with all submittals. The COL RAM shall be prepared by the Contractor in accordance with the instructions and submitted to the engineer for approval before the material is incorporated into the Work..

Supplement this section with the following:

The Contractor shall submit sufficient information that describes the materials proposed as defined and described in these specifications and plans within 10-20 working days following the Notice to Proceed.

The City of Lacey has identified the following items as long lead items.

1. Steel Awning and Framing

Long lead items shall be submitted within 10 working days of Notice to Proceed. The list above may not include all long lead items. The contractor is responsible for identifying all items and shall notify the Engineer of any additional items.

The Contractor shall submit one electronic of catalog cuts, shop drawings, and a material testing sample, as required for all items to be used in this contract for approval. The Contractor shall circle or highlight products and materials that are specific to this project, and cross out items that are not for this project.

All items not in exact compliance with the specifications must be noted as a change. The Contractor shall include an explanation, product specifications, sample articles, and any other items that will aid the Engineer in approving an item not in exact accordance with the specifications.

All submittals shall be submitted in Adobe Acrobat format and submittals that exceed 10 pages shall include a table of contents. Submittals that are not submitted in the format outlined may be rejected outright and the Contractor is required to resubmit in the correct format. The form and the submittal shall be sent in the same e-mail. Submittals that exceed 10 MB shall either be provided on a CD, a flash drive or via an internet link.

The Engineer will review submittals within 10 working days. The Contractor may request additional working days if approval or disapproval is not received in 10 working days. The Contractor may not request additional working days for failure to submit sufficient information to approve an item, or for rejection of an item not in accordance with the specifications.

Resubmittals shall be submitted within 5 working days from City's transmittal, to the contractor, of the Engineer reviewed submittal. If the submittal is "Rejected", the contractor shall resubmit the entire submittal. If the submittal is marked "Revise and Resubmit", the contractor shall submit items that are identified in the Engineer's comments.

Any material purchased or labor performed prior to such approval shall be at the Contractor's risk. The Contractor must receive all material approvals before the materials will be allowed on the project.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed (October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Sales Tax (June 27, 2011 APWA GSP)

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

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).

1-07.9(5) Required Documents

(January 6, 2020 WSDOT 1-07.9(5).OPT1.GR1)

Section 1-07.9(5) is revised to read

General

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer using the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

Intents and Affidavits

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

- 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
- 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects..

1-07.15 Temporary Water Pollution Prevention

(August 31, 2022 Lacey GSP)

Payment

Supplement this section with the following:

If no bid item for "SPCC Plan" is included in the proposal, any work described in this section shall be incidental to the project.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

• The Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

- 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1 07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
- 3. Any other amendatory endorsements to show the coverage required herein.
- 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements actual endorsements must be submitted.

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

1-07.18(5) Coverages and Limits

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

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit: \$1,000,000 Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

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.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

To review the initial progress schedule;

To establish a working understanding among the various parties associated or affected by the work;

To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;

To establish normal working hours for the work;

To review safety standards and traffic control; and

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:

A breakdown of all lump sum items;

A preliminary schedule of working drawing submittals; and

A list of material sources for approval if applicable.

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 5 prior to the day(s) the Contractor is requesting to change the hours.

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

- 2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- 3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
- 4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
- 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.0(2)A Lacey Hours of Work

(October 16, 2014 Lacey GSP Option A)

Add the following new section:

Lacey Municipal Code (LMC) Chapter 14.38.010, prohibits outside construction activities between the hours of 9:00 p.m. and 7:00 a.m. in or adjacent to residential zones of the City. A waiver to this ordinance will not be allowed, except in case of emergency, or where operations are necessary during such hours in order to promote the safety of the traveling public as shown in theses specifications or as determined by the Engineer.

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify..."..

1-08.3(2)A Type A Progress Schedule (December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit five (5) copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

(July 23, 2015 APWA GSP)

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

1-08.4 Notice to Proceed and Prosecution of Work

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

by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

1-08.5 Time for Completion

(March 13, 1995 WSDOT GSP 1-08.5OPT7.FR1)

This project shall be physically completed within 60 working days.

1-08.5 Time for Completion

(December 30, 2022 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. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. 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. Monthly 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. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

1-09 MEASUREMENT AND PAYMENT

1-09.9 Payments

(January 19, 2022 APWA GSP)

Section 1-09.9 is revised to read:

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:

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:

Retainage per Section 1-09.9(1), on non FHWA-funded projects;

The amount of progress payments previously made; and

Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

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

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

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

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

1-09.9 Payments

(November 20, 2020 Lacey GSP)

Section 1-09.9 is supplemented with the following:

Progress payments and the Final Contract Voucher Certification (FCVC) will be transmitted electronically to the Contractor for signature. The Contractor shall apply all signatures electronically using the software provided by the Contracting Agency. Within 21 days of execution of the Contract, the Contractor shall submit the names, email addresses, and text-message capable phone numbers for the authorized signers and shall bear the name, phone number and email of the officer providing this authorization. Delegation of authority to sign progress payments and the FCVC shall be by the officer authorized to sign the Contract.

1-09.11(3) Time Limitation and Jurisdiction (November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall

be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(1) General

(January 19, 2022 APWA GSP)

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total \$1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(4) Venue for Litigation (January 19, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

(***** Lacev)

Supplement this section with the following:

The following items plus all materials resulting from incidental work including clearing; grubbing and roadside cleanup shall be removed from the job site, disposed of in a waste site or when noted on the plans, delivered to the City.

This work consists of but shall not be limited to the following items:

Concrete Foundations
Refuse Rocks and stumps

2-02.2 Video

(March 3, 2022 Lacey GSP)

Add the following new section:

The Contractor shall provide pre-construction video of the existing conditions for the construction area including all easements, streets, alleys, and driveways within the project area. Further, video shall include existing drainage, driveways, sidewalks, and other frontage improvements. The Contractor shall also provide pre-construction video of the existing conditions of each face of an existing structure (houses, garages, sheds, fences, etc.), within 30 feet of the construction area.

The Contractor shall provide a copy of the video, in electronic format, to the City prior to any construction.

All costs for providing and furnishing the pre-construction video shall be considered incidental to the Project and no other payment will be allowed.

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters (October 16, 2016 Lacey GSP)

Supplement this section with the following:

In removing pavement, sidewalks, and curbs, the Contractor shall:

- 1. Mark all cut lines in the field and have the Engineer approve them prior to commencing cutting operations. The Engineer reserves the right to adjust removal to the nearest construction joint.
- 2. Make a vertical saw cut between any existing pavement, sidewalk, or curb that is to remain and the portion to be removed.
- 3. All sawcuts shall be continuous and made with saws designed specifically for this purpose; no skip cutting, wheel cutting, or jack hammering will be allowed unless given prior approval by the Engineer.
- 4. Replace at no expense to the Contracting Agency any pavement designated to remain that is damaged during the removal of other pavement. All damaged sidewalks and curbs shall be replaced to the nearest existing joint.
- 5. Haul all broken—up pieces of pavement, sidewalks, and curbs to an off-project disposal site.

All transitions to existing asphalt or cement concrete driveways, parking lots, curb and gutter and walkways shall be vertically sawcut full-depth with straight, uniform edges. Existing asphalt pavement roadway edge may be cut with a wheel, provided the wheel cut is full depth and no damage occurs to the

pavement which is to remain. Neither impact tools nor pavement breakers may be used for trench crossing of existing pavement. Trench crossing of existing pavement shall be vertically sawcut.

When sawcutting the existing roadway is needed to widen the road to perform excavation, the Contractor shall take extra precaution to make a neat, uniform cut, and shall sawcut pavement to full depth, regardless of number of passes necessary. Compaction of asphalt near the sawcut is critical and a vertical, neat line sawcut is required. If in the opinion of the Engineer, the cut is not satisfactory due to Contractor's workmanship or equipment, or if the sawcut becomes damaged and irregular, the Contractor shall fix the problem to the satisfaction of the Engineer, at Contractor's own expense.

The Contractor may grind the existing pavement in lieu of excavation and haul. Spoils from grinding can be stockpiled and used and paid for per sections 4-04.3(12), 4-04.4 and 4-04.5. If the Contractor elects to grind and stockpile the existing pavement, all costs and expenses necessary to furnish all labor, equipment, tools and materials shall be incidental to other bid items and no additional compensation will be allowed.

2-02.5 Payment

(March 18, 2015 Lacey GSP)

Delete this section and replace with the following:

"Removal of Structures and Obstructions", lump sum.

The lump sum contract price for these bid items shall be full compensation for all labor, equipment and materials necessary to complete the requirements of this section. Unless otherwise specified incidental to the contract.

2-07 WATERING

2-07.3 Construction Requirements

(October 16, 2009 Lacey GSP)

Supplement this section with the following:

If the Contractor anticipates the use of City water, the Contractor shall apply for a water meter through the City of Lacey. Any damage rendered to the meter shall be repaired or replaced by the Contracting Agency and those costs deducted from monies due to the Contractor. All water used shall be metered and used sparingly for the entire length of the project. The Contractor will not be charged for water used on the project.

The Contractor shall use the water to keep the project site clean and to control dust during and after construction hours as determined by the Engineer.

2-07.4 Measurement

(October 16, 2009 Lacey GSP)

Delete and replace this section with the following:

The Contractor shall apply for a construction meter through the Contracting Agency. All water used shall be measured with the Contracting Agency supplied meter.

[&]quot;Special Removal of Structures and Obstructions", lump sum.

2-07.5 Payment

(October 16, 2014 Lacey GSP)

Delete and replace this section with the following:

The Contractor will not be charged for water used on this project. A construction meter will also be provided free of charge. Any costs to repair meters damaged by the Contractor shall be recovered from monies due the Contractor.

All costs to supply tank trucks, and apply water as directed by the Engineer shall be considered incidental to the project and no other payment will be allowed.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.3(1) Excavation and Preparation of Trench

(October 30, 2018 Lacey GSP)

Supplement this section with the following:

The contractor shall locate and preserve all existing utilities per RCW 19.122. Utility locations shown on the plans depict the physical features that were visible at the time of the survey. The City of Lacey is not responsible for the location of underground utilities that are marked or not marked in the field by other utility providers. Utility service laterals are not typically shown on plans or locatable and the contractor shall anticipate such services. The City will locate the meters and the mains. For service laterals, pursuant to RCW 19.122.030, the City will indicate a presence of an un-locatable service lateral and if requested can meet with the contractor or provide copies of available records. The Contractor shall have a crimping tool available during excavation to crimp any broken water services. Before commencing work, the contractor shall coordinate with One-Call services to determine the location of all utilities.

The Contractor shall pothole all apparent conflicts between existing utilities and proposed construction as approved by the Engineer. The Contractor shall notify Engineer of location and approximate time to complete prior to potholing. The Contractor shall notify the Engineer of any conflicts with the existing utilities and proposed work at least 3 days prior to proceeding with work. Potholing of the utilities shall be completed a minimum distance of 300 feet in front of pipe laying operations. No adjustment to the contract price or time will be made if the contractor fails to follow this specification. Potholing for Utility Crossings and Connections shall be performed by the Contractor using vacuum excavation truck or other device approved by the Engineer. If the Contractor potholes prior to approval no compensation shall be made for the potholing.

The Contractor shall deflect pressurized pipe at the joints no greater than the maximum allowable deflection as determined by the pipe or fitting manufacturer to avoid conflicts with crossing utilities. Vertical bends and vertical thrust blocking shall be avoided by deflecting pipe either upwards or downwards prior to the utility crossing.

7-08.4 Measurement

(October 30, 2018 Lacey GSP)

Supplement this section with the following:

"Utility Potholing", will be measured per hour.

7-22 LIFT STATION

(October 29, 2010 Lacey GSP)

Add the following new section:

7-22.1 Description

(October 29, 2010 Lacey GSP)

This work consists of furnishing, and installing all equipment, materials and necessary appurtenances to provide a complete cabinet awning, together with such other miscellaneous installations and equipment hereinafter specified and/or shown in the Plans. This work shall include all materials, appliances and apparatus not specifically mentioned herein or shown in the Plans, but which are necessary to make a complete working installation of all systems shown in the Plans or described herein.

7-22.3(5) Control Cabinet Awning

(February 14, 2023 Lacey GSP)

The Contractor shall submit for approval all shop detail plans for fabricating the steel. In approving shop plans the City accepts only the nature and scope of the details without validating any dimensions. All welding shall be completed on the premises of a fabricator registered and approved to perform such work. Coordinate with the electrical work for conduit penetrations in the foundation.

Foundations shall be cast in one operation where practicable. The exposed portions shall show a smooth, dense, uniform surface after forms are removed. All sand, dirt, and loose extraneous material shall be swept or blown away from the awning post foundations. The Contractor shall clean stained or discolored surfaces resulting from the work and apply a Class 2 finish to exposed concrete surfaces in accordance with Section 6-02.3(14) B of the Standard Specifications.

Where circular foundations are used, concrete foundations shall be placed and struck-off a maximum ¼ inch above finished grade and then finished to final grade. Exposed edges shall have a ¾ in chamfered edge for the entire circumference of the foundation.

When existing concrete pads are present, the contractor shall utilize concrete coring to reduce damage to the existing concrete. Foundations shall be struck off ¼ inch above finished grade with a ¼ inch chamfered or tooled edge. Any other method of removing existing concrete or other materials shall be approved by the Engineer.

7-22.4 Measurement

(October 29, 2010 Lacey GSP)

- "Cabinet Awning" shall be measured as per each.
- "Foundation" shall be measured as per each.
- "Kiosk" shall be measured as per each.

The Contractor shall provide the required schedule of values indicating critical progress points of each bid item to facilitate submission and processing of partial payment request(s) of lump sum bid items.

7-22.5 Payment

(October 29, 2010 Lacey 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.

"Cabinet Awning", Per each.

The unit contract price per each for "Cabinet Awning" shall be full compensation for all labor, materials and equipment required to provide and install the control cabinet awning including the reinforced concrete foundation as shown on the Plans, and these Special Provisions.

"Kiosk", Per each.

The unit contract price per lump sum for "Kiosk Awning" shall be full compensation for all labor, materials and equipment required to provide and install the control cabinet awning including the reinforced concrete foundation as shown on the Plans, and these Special Provisions.

"Foundation", Per each

The unit contract price per lump sum for "Foundation" shall be full compensation for all labor, materials and equipment required to provide and install the control cabinet awning including the reinforced concrete foundation as shown on the Plans, and these Special Provisions.

8-05 LAWN AND LANDSCAPE RESTORATION

(October 16, 2014 Lacey GSP)

Add the following new section:

8-05.1 Description

The Contractor shall take every precaution to preserve and protect existing lawn and landscape areas. Only those landscaped areas necessary for construction shall be disturbed. All lawn areas and landscaping damaged or removed shall be repaired as directed by the Engineer. Lawn areas damaged or removed shall be restored with sod as directed by the Engineer.

8-05.3 Construction Requirements

The Contractor shall repair any vegetation, fencing, culverts, ditch sections, or any other objects or structures that are not covered by a specific bid item. Restoration shall return anything damaged by construction to their original condition or to a condition superior to the original condition. The Contractor shall be responsible to evaluate the site prior to bidding this project to determine the areas to be affected by the particular construction method or machinery proposed to be used.

8-05.4 Measurement

No unit of measure shall apply to the lump sum price for Lawn and Landscape Restoration.

8-05.5 Payment

"Lawn and Landscape Restoration", lump sum.

The lump sum contract price for "Lawn and Landscape Restoration" shall be full pay for all labor, materials, and equipment to restore the project site to condition equal to, or superior to the original condition.

If no bid item for "Lawn and Landscape Restoration" is included, any work described in this section shall be incidental to the project.

8-50 MISCELLANEOUS

Add the following new sections:

8-50.2 PROJECT CLOSEOUT

(April 2, 2018 Lacey GSP)

Description

This work shall consist of completing all miscellaneous items of work in accordance with the Plans and these Specifications that are required to achieve Completion and Final Acceptance, as identified by the Engineer and the Contracting Agency. This work may include but is not limited to punch list items, record drawings, O&M Manuals, training, material acceptance documents, copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors, and any other work required in these Plans and Specifications that has not been completed.

Measurement

No unit of measurement shall apply to the lump sum price for "Project Closeout".

Payment

"Project Closeout", lump sum.

The unit contract price per lump sum for "Project Closeout" includes all compensation for all costs of completing the miscellaneous items of work identified by the Contracting Agency prior to final acceptance of the Project. A fixed lump sum price has been included in the Proposal for this work. Any additional costs anticipated or incurred by the Contractor for the work shall be included in the various lump sum and unit price bid items as found in the Proposal. Neither partial payment, nor additional compensation shall be allowed

PROJECT:	SUBMITTAL NO.		4		
LACEY CONTRACT No. PW20					
Request for Approval of Material, Product or Shop Drawing					
Contractor:		Subcontractor:			
No. of Item: Material, Produ	, , , , , , , , , , , , , , , , , , , ,		Specification Reference		
F G			N		
This item is a substitution/or equal This item is a substitution/or equal Material/Product Substitution Request shall be submitted					
Supplier/Subcontrac	ctor certifies mate	erial/product conforms to contract.			
Review Priority:					
Notes to Engineer:					
City of Lacey Engineer: Date City Transmitted to Contractor:					
☐ Rejected N	cted New Submittal Required.				
Revise and Resubmit So	See Engineer's comments.				
☐ Conditionally Approved Se	See items included in Engineer's comments.				
☐ Conditionally Approved N	No exceptions noted.				
Review of the materials, products or plans do not relieve the contractor from compliance with requirements of the contract documents and does not necessarily constitute acceptance for materials, products or plans to be incorporated in the work. This review is for general conformance of the project's conceptual design and general compliance with the project's plans and specifications.					
Date Received by Contractor:					

Revision 9/3/2015 Page 1

Date Received by City of Lacey:	M	Reviewed by: (Name/Company)	0
Engineer's Comments:			
1. P			

Revision 9/3/2015 Page 2

Section 1

The **Project Manager** shall fill in items **A** and **B**. The "Request for Approval of Material, Products or Shop Drawing" form shall be included in the specifications.

- A Project Manager enters in the project title that matches the plans and specifications.
- **B** Project Manager enters in PW project number that matches the plans and specifications.

The **Contractor** shall fill out the "Request for Approval of Material, Product or Shop Drawing" form for all materials or products that will be installed and Shop Drawing that will be used in the project. The form and the submittal shall be sent in the same e-mail. Submittals that exceed 10 MB shall either be provided on a CD, a flash drive or an internet link.

The products and materials that are specific to the project shall be circled or highlighted. If a submittal includes products or materials that are not project specific then these items shall be crossed out. Project Submittals that exceed 10 pages shall be submitted in Adobe Acrobat format and include a table of contents. Submittals that are not submitted in this format may be rejected outright and the contractor will be required to resubmit in the correct format.

The contractor shall enter in items C, D, E, F, G, H, I, J, K, L, and M.

C Contractor enters in the submittal number. The first "Request for Approval of Material, Product or Shop Drawing" submittal number shall be 1.0, the second shall be 2.0, the third shall be 3.0, etc.

When a "Request for Approval of Material, Product or Shop Drawing" requires resubmitting, the next submittal shall be the first part of the submittal number and then 0.1. Example: If submittal 9.0 requires resubmitting, then the resubmittal shall be 9.1. If a second resubmittal is required, then the next resubmittal shall be 9.2.

- D Contractor shall fill in their name.
- **E** Contractor shall fill in the subcontractor that is requesting approval. If only the General Contractor is requesting approval, then NA (not applicable) shall be entered.
- F The number of pages for each specific material, product or shop drawing shall be entered.
- G The specific material, product or shop drawing shall be entered. Material or product will be the trade name of the product or the name it is most easily recognized by. Materials or products that are similar (i.e. pipe fittings) can be bundled into one submittal.
- H The specification that pertains to the specific material, product or shop drawing shall be entered. This information is critical in comparing the material, product or shop drawing to the specifications. You may also list Plan Sheet number or Special Provision page in this area.
- I The Contractor shall check if the items submitted are either specified (I1) or that the submitted item is a substitution or equal (I2). If the product is a substitute or equal, then a Material/Product Substitution Request shall be submitted.
- The Contractor shall check that supplier and/or subcontractor certifies the bid item.
- K The Contractor shall check if the submittal for approval is a high (1), average (2) or low (3) priority. The City of Lacey will review priority submittals as quickly as possible. Note: The majority of the submittals shall be checked as priority 2 or 3. Priority 1 submittals shall be critical or long lead items.
- A due date can be entered by the contractor. The City of Lacey will endeavor to review and return the request for approval by the requested due date.

M Any additional notes that the Contractor finds would assist the City of Lacey in reviewing the submittal can be entered in here.

Section 2

The City of Lacey Engineer shall fill in items N, O and P.

- N Enter the date that the City of Lacey received the "Request for Approval of Material, Product or Shop Drawing" from the Contractor.
- O Enter the name and company of the person that reviewed the submittal.
- P Any comments regarding changes needed, resubmittals requirements, conditional approval, etc. shall be entered.

Section 3

The City of Lacey Engineer shall fill in items Q, R, and S.

- Q Either "Rejected: New Submittal Required.", "Review and Resubmit: See Engineer's comments.", "Conditionally Approved: See items included in Engineer's comments:", or "Conditionally Approved: No exceptions noted" shall be checked".
- **R** Enter the name of the Engineer sending the submittal back to the Contractor. The Engineering sending the form back may not necessarily be the Engineer completing the review.
- S Enter the date that the City of Lacey transmits the "Request for Approval of Material, Product or Shop Drawing" to the Contractor.

The **Contractor** shall enter in items **T** and **U** for their own records. If there is a discrepancy between the **S** "Date City Transmitted to Contractor" and **T**, the Contractor shall notify the City of Lacey within 3 working days.

T Contractor enters the date that they received the completed "Request for Approval of Material or Shop Drawing".

U Contractor enters the date that that they return the completed "Request for Approval of Material or Shop Drawing" to the Subcontractor/Supplier.

PROJECT:		SUBMITTAL NO.				
LACEY CONTRACT No. PW20		Date sent to City:				
Request for Approval of Material, Product or Shop Drawing						
Contractor:				Subcontractor:		
No. of Pages Item: Material, Product or Shop Draw			awing			pecification eference
				This item is a substituti	ion/o	r ogual
□ This item is a substitution/or equal □ This item is a substitution Request shall be submitted This item is a substitution Request shall be submitted						
☐ Supplier/Subcontractor certifies material/product conforms to contract.						
Review Priority: 1 2 3 Requested Due Date:						
Notes to Engineer:						
City of Lacey Engineer:		Date	Date Approved by City:			
□ Rejected New Submittal Required.						
☐ Revis	e and Resubmit	See Engineer's comments.				
□ Cond	itionally Approved	See items included in Engineer's comments.				
☐ Cond	Conditionally Approved No exceptions noted.					
Review of the materials, products or plans do not relieve the contractor from compliance with requirements of the contract documents and does not necessarily constitute acceptance for materials, products or plans to be incorporated in the work. This review is for general conformance of the project's conceptual design and general compliance with the project's plans and specifications.						
Date City Transmitted to Contractor: Date Contractor Transmitted to Subcontractor/Supplier:						

Date Received by	Reviewed by:
Date Received by City of Lacey:	Reviewed by: (Name/Company)
Engineer's Comments:	
1.	

E PREVAILING WAGES

PREVAILING WAGE RATES

The following wage rates are in effect for this project.

State of Washington
Department of Labor and Industries
Washington State Prevailing Wage Rates For Public Works Contracts

Thurston County Rates For All Trades

Effective: February 28th, 2023 including any correction notices issued by Labor and Industries prior to bid.

Wage Rates and the Benefit Code Key may be found at: https://secure.lni.wa.gov/wagelookup/

Supplemental to State Wage Rates may be found at: http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm

A copy is also available for viewing at the City of Lacey Public Works Engineering office located at 420 College St SE, Lacey, WA 98503. If requested, a hard copy will be mailed to you.

F SITE PHOTOS



Figure 1: LS-14 located on 1809 Diamond Lp SE



Figure 2: LS-42 located on 8524 28th Way SE





Figure 3: LS-44 located on 2414 Pleasanton Ct SE













Figure 5: LS-48 located on 1516 Farina Lp SE



Figure 6: LS-50 located on 8825 28th Way SE



Figure 7: LS-52 located on 801 Carpenter Rd SE



Figure 8: Museum Kiosk Site at 5700 LACEY BLVD SE

G PLANS

Concrete shall be Class 4000 per WSDOT Std. Spec. Reinforcing steel shall be ASTM A615 Grade 60.

Anchor Bolts:

Cast-in-place anchor bolts shall be F1554-55 galvanized, or approved equal. Post installed anchor bolts shall used F1554-55 galvanized rod for adhesive anchors, and SS304 stainless or galvanized steel for wedge or screw-in anchors.

Adhesive for post installed anchors shall be Hilti HIT-HY 200 V3 or HIT-RE 500 V3, Simpson Strong-Tie SET-3G, SET-XP, or AT-XP, Dewalt AC200+ or Pure 110+, or approved equivalent.

Wedge anchors shall be Hilti Kwik-Bolt TZ2, Simpson Strong-Tie Strong-Bolt 2, Dewalt Power-Stud + SD1, or approved equivalent.

Screw in anchors shall be Hilti KWIK-HUS EZ, Simpson Strong-Tie Titen HD, Dewalt Screw-Bolt+, or approved equivalent.

Non-Shrink Grout:

Non-shrink grout shall be per WSDOT Std. Spec. 9-20.3(2).

Structural Steel:

Fabrication and erection of steel shall be in accordance with AISC Manual of Steel Construction. Welding shall be per AWS D1.1. The frame structure (beams, columns, angles, plates, etc.) except for bolts shall be powder coated black. Any deviation must be approved by the engineer or by the engineer's inspector. Submit powder manuf. standard color samples to the City for review and selection of color.

Materials:

Steel Angles:

A36, Fy = 36 ksi min.

A572 Grade 50, Fy = 50 ksi min. Base Plates: Steel Tube: A500 Grade C, Fy = 50 ksi min.

Structural Bolts: A307 Galvanized E70XX Welding Electrodes:

Structural Decking:

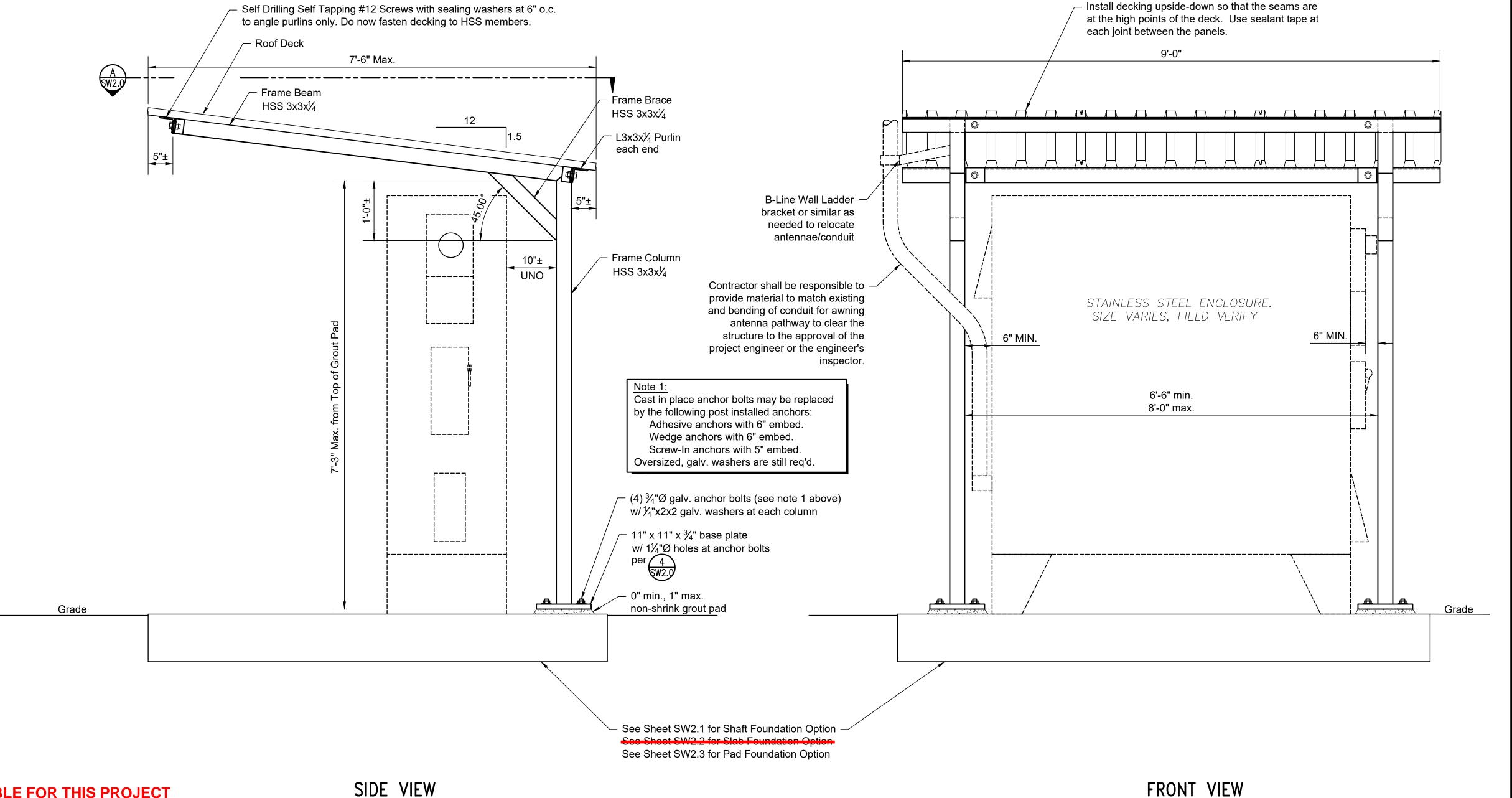
Decking shall be 18 gage minimum Verco Decking Type HSB-36SS 1.5" Deep, 50 ksi minimum, or approved equal. Decking shall have G90 galvanized coating. Install decking upside-down so that the seams are at high points. Use sealant tape between all metal panel joints.

PVC Coated, Galvanized Pipe/Conduit and Fittings:

All Antenna Pipe/Conduit shall be PVC Coated Rigid Steel Conduit (PVC-GRS) and shall be listed to UL 6 and manufactured in accordance with ANSI C80.1 and NEMA RN-1. Conduit shall be hot-dip galvanized on the inside and outside surfaces in trade sizes 1/2 -6 prior to PVC coating. PVC Coating Thickness shall be nominal 0.040 inch (1 mm) minimum continuous over the entire length of the conduit except at the threads, and be free of blisters, bubbles or pinholes.

All conduit fittings shall be PVC coated, standard threaded, galvanized, malleable iron fittings.

Contractor is responsible for repairing any damage caused during installation to PVC coating. Coating repairs must be completed per the requirements of the pipe/coating manufacturer.



SHEET INDEX:

SW1.0 ELEVATIONS AND NOTES

SW2.0 ROOF FRAMING PLAN AND DETAILS

SW2.1 FOUNDATION - SHAFT OPTION

SW2.2 FOUNDATION - SLAB OPTION NOT APPLICABLE FOR THIS PROJECT

SW2.3 FOUNDATION - PADS OPTION

CITY OF LACEY, WASHINGTON DEPARTMENT OF PUBLIC WORKS

420 COLLEGE STREET S.E. LACEY, WA 98503-1238 (360) 491-5600



DESIGNED:	ECM	
DRAFTED:	ECM] {
CHECKED:	QGC	
HORZ. SCALE:		
VERT. SCALE:		
FILE:	PSAwning_SEI V2.dwg	

Scale: 1"= 1'-0"



WASTEWATER LIFT STATION CABINET AWNING **ELEVATIONS AND NOTES**

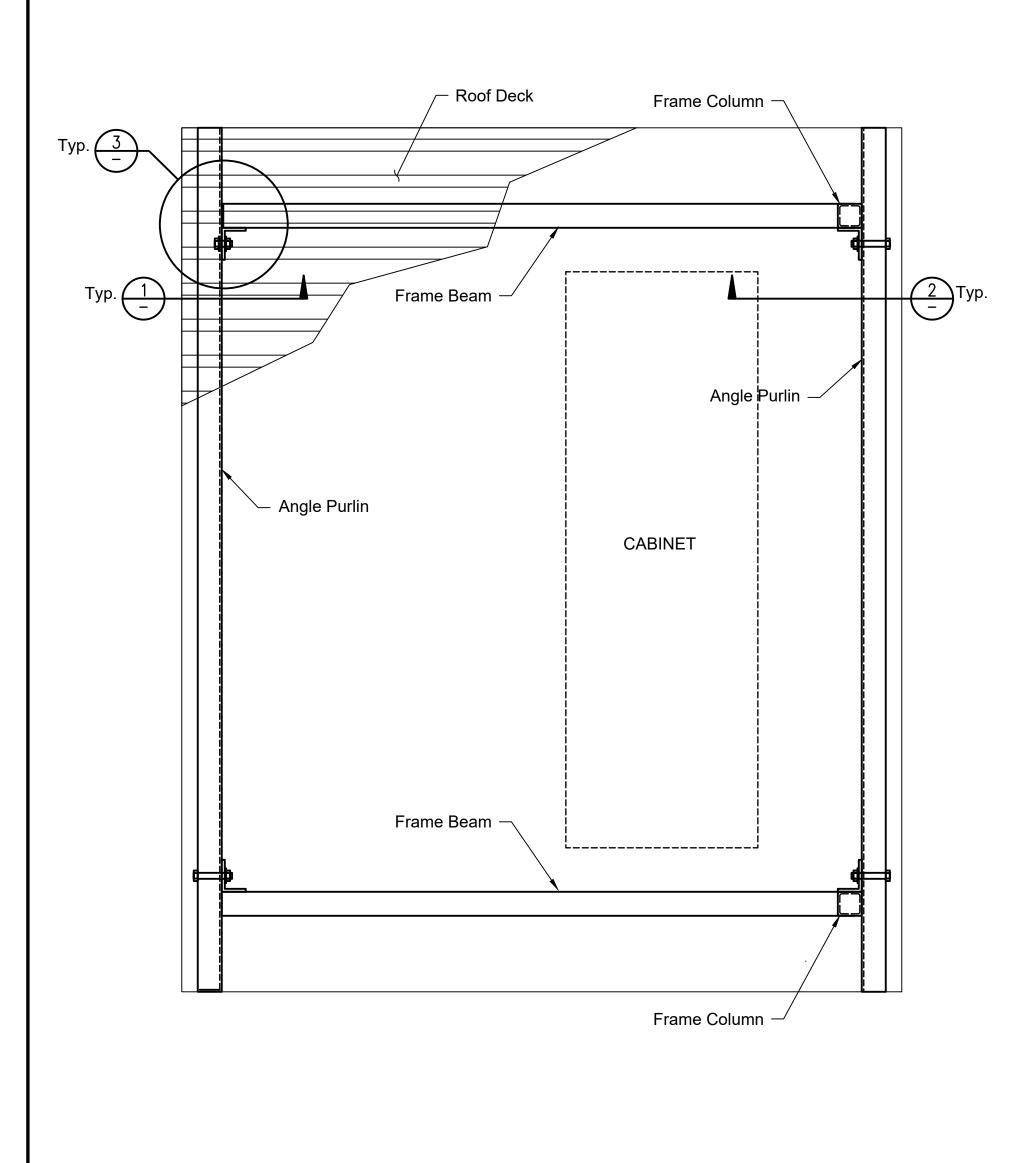
		0"	1"
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			Sheet 1 of 5
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Scale: 1"= 1'-0"

VERIFY SCALES Bars are 1 Inch

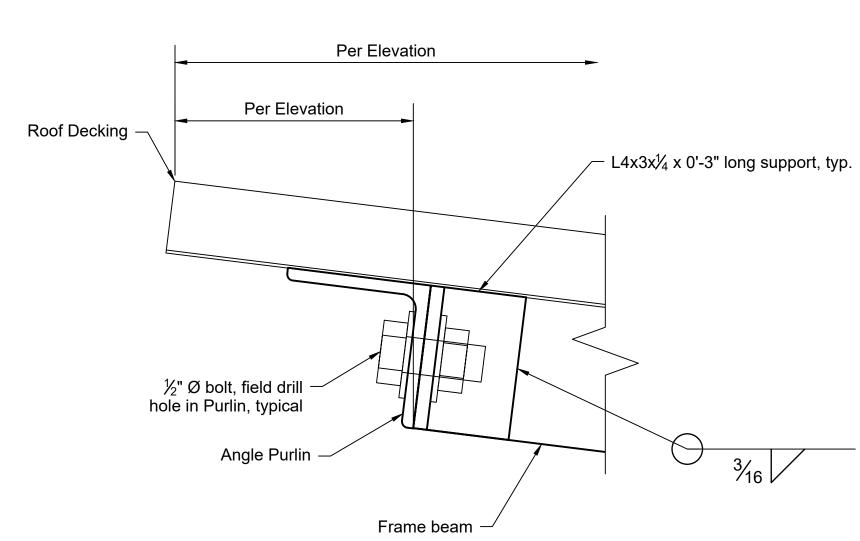
Long on Original
Drawing.
If Not 1 Inch,

Adjust Scales Accordingly



ROOF FRAMING PLAN

Scale: 1" = 1'-0"



Frame beam Frame brace Frame column

FRONT PURLIN CONNECTION (Elevation)

BACK PURLIN CONNECTION (Elevation)
N.T.S.

Roof Decking

∠ L4x3x¼ X 0'-3" long support, typ. install L4x3 supports at an angle to

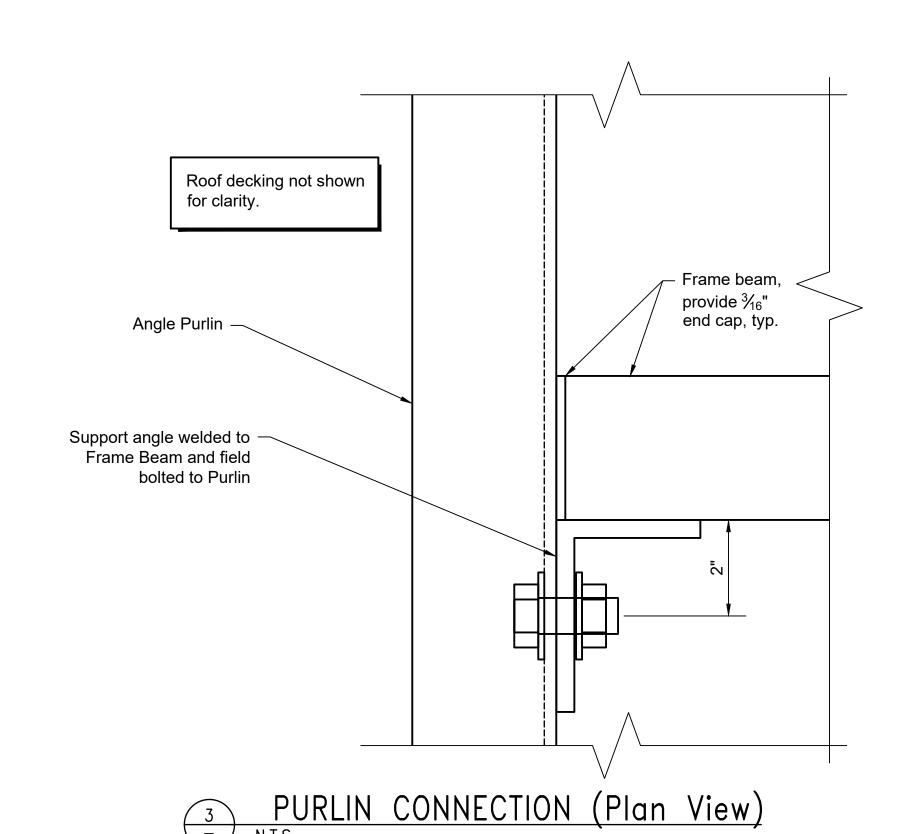
 $-\frac{1}{2}$ " Ø bolt, field drill hole in Purlin, typical

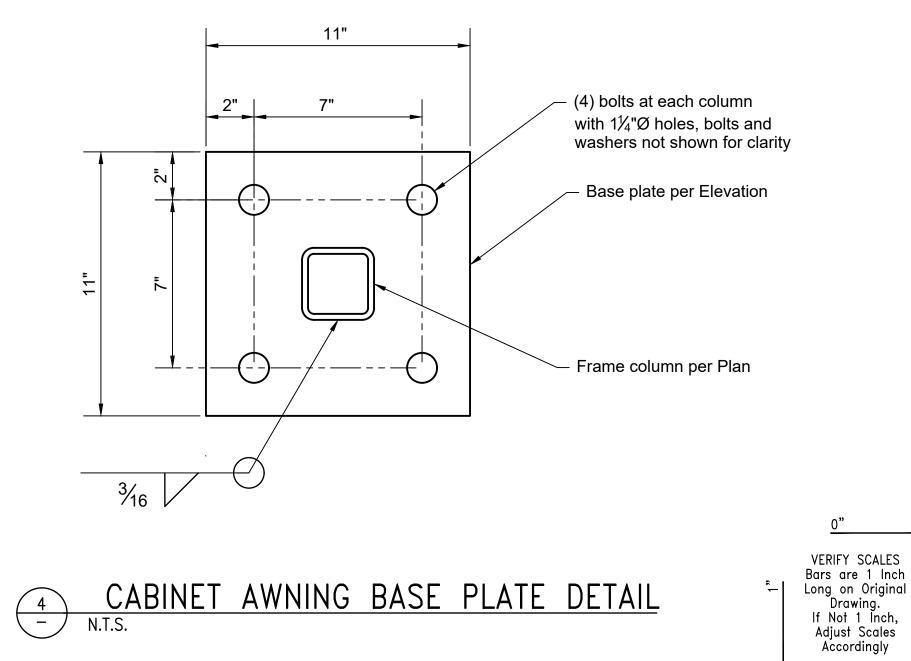
- Angle Purlin

CJP weld at column to beam and brace connections, typ.

match the roof pitch

Per Elevation





CITY OF LACEY, WASHINGTON DEPARTMENT OF PUBLIC WORKS 420 COLLEGE STREET S.E. (360) 491-5600LACEY, WA 98503-1238

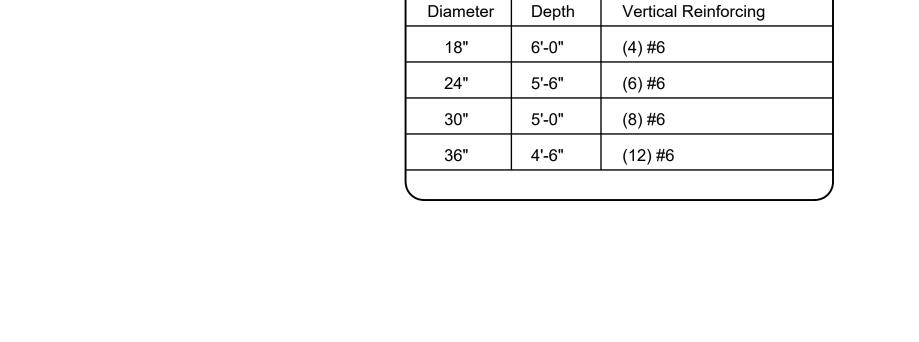


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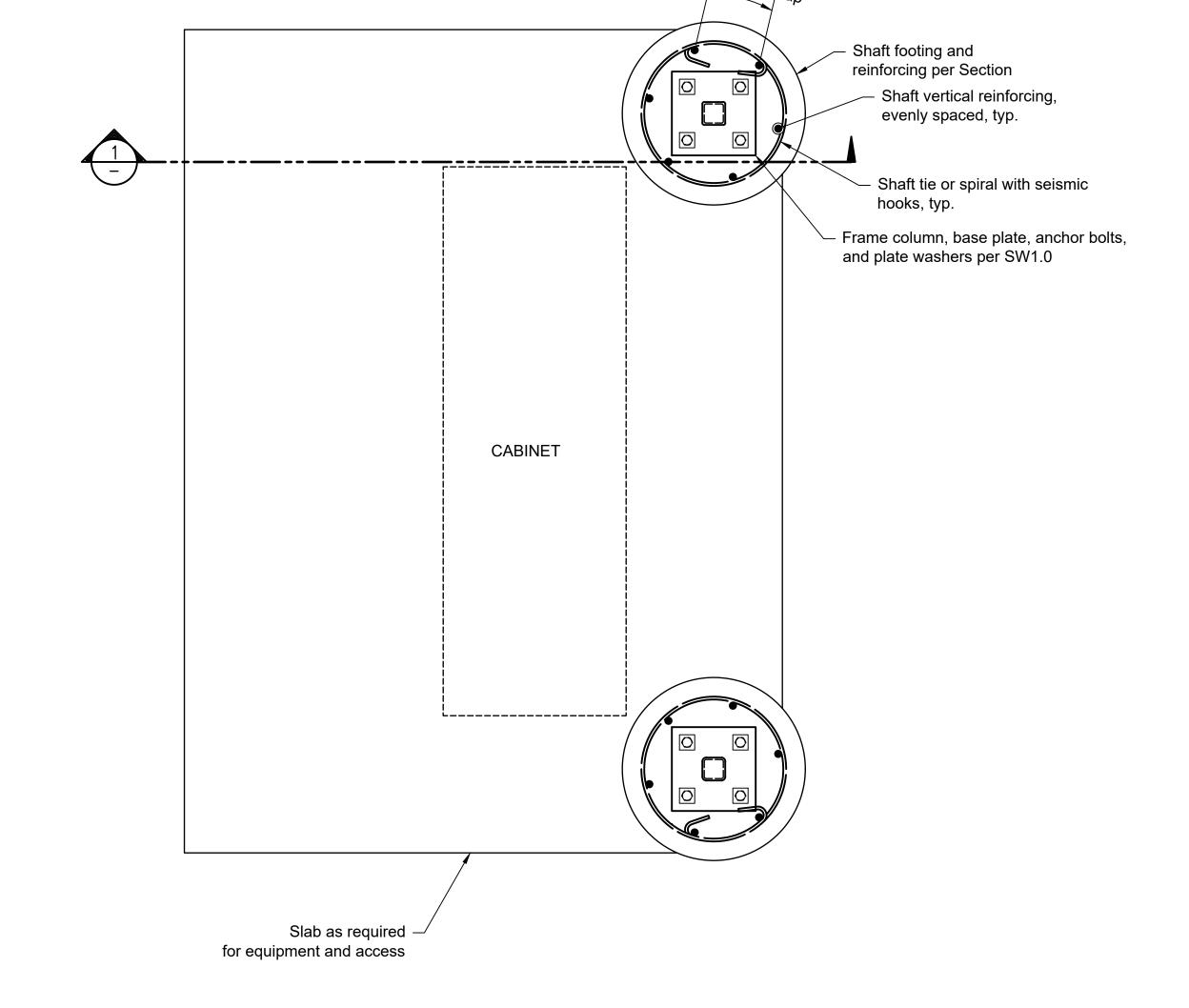
WASTEWATER LIFT STATION CABINET AWNING ROOF FRAMING PLAN AND DETAILS

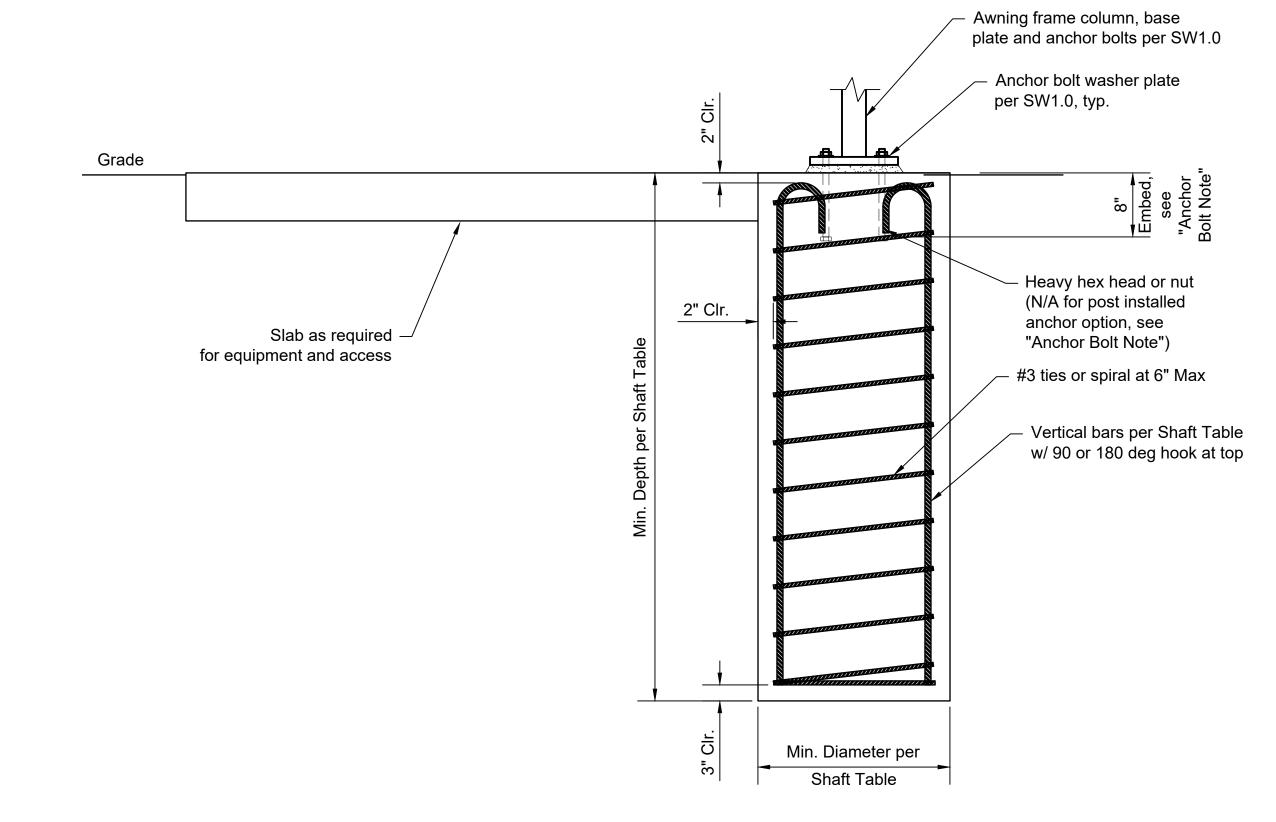
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LACEY, WA



SHAFT TABLE





post installed anchors.

- See Note 1 on "Elevations and

Notes" sheet for information on

Anchor Bolt Note:

PLAN — SHAFT FOUNDATION OPTION

Scale: 1" = 1'-0"

(360) 491-5600

SECTION - SHAFT FOUNDATION OPTION

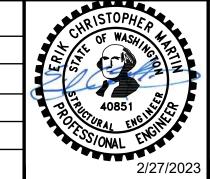
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CITY OF LACEY, WASHINGTON DEPARTMENT OF PUBLIC WORKS 420 COLLEGE STREET S.E.

98503-1238

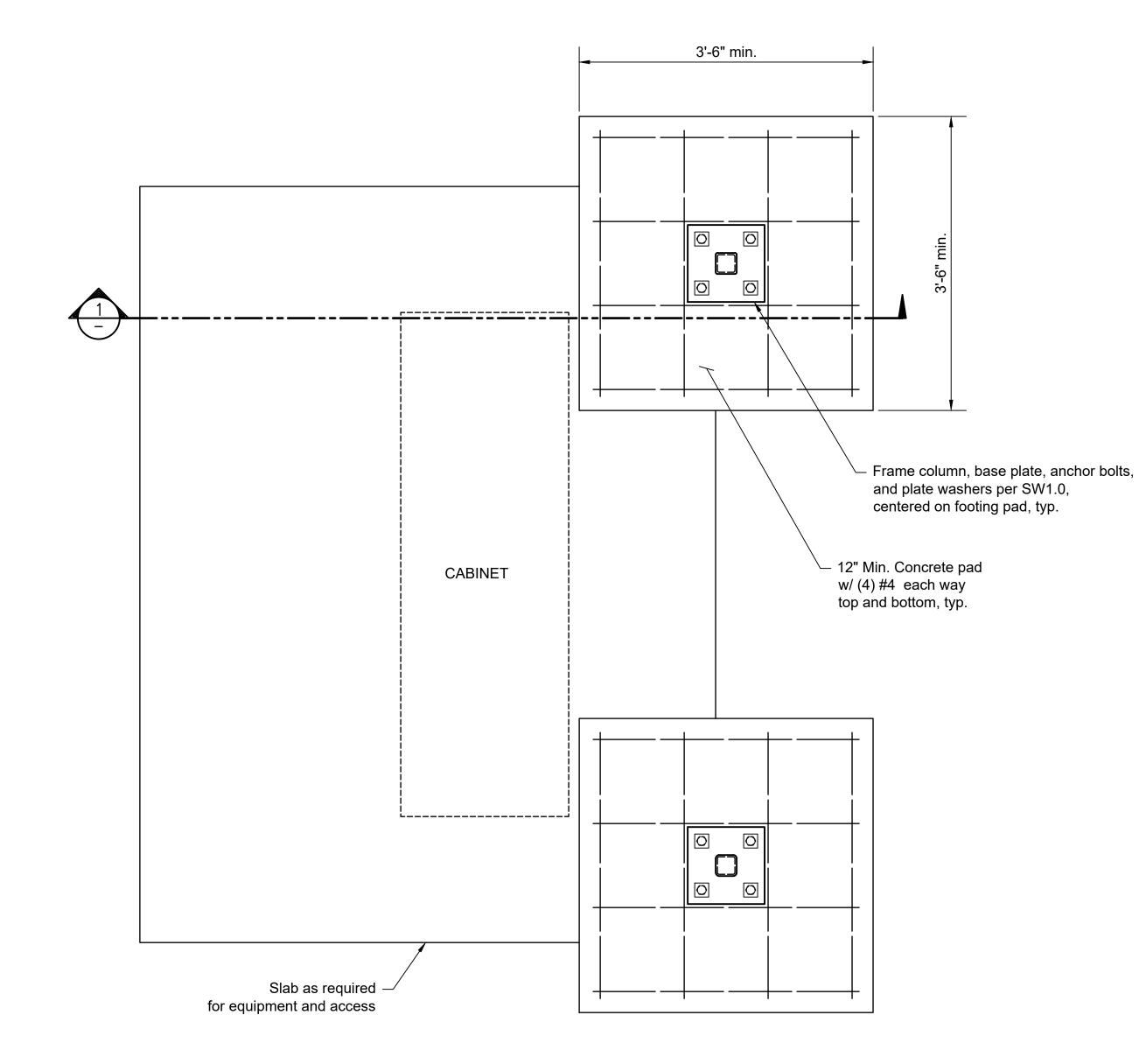


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WASTEWATER LIFT STATION
CABINET AWNING
FOUNDATION - SHAFT OPTION

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1'-9"± to keep footing clear of cabinet Awning frame column, base plate and anchor bolts per SW1.0 Anchor bolt washer plate per SW1.0. typ. Anchor Bolt Note: - See Note 1 on "Elevations and Notes" sheet for information on post installed anchors. Grade - Heavy hex head or nut 2" Clr. (N/A for post installed anchor option, see Slab as required -"Anchor Bolt Note") for equipment and access Pad and reinf. per A

PLAN — PADS FOUNDATION OPTION

Scale: 1" = 1'-0"

SECTION — PADS FOUNDATION OPTION

Scale: 1" = 1'-0"

CITY OF LACEY, WASHINGTON DEPARTMENT OF PUBLIC WORKS 420 COLLEGE STREET S.E. LACEY, WA 98503-1238 (360) 491-5600



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WASTEWATER LIFT STATION
CABINET AWNING
FOUNDATION - PADS OPTION

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General:

Verify all dimensions and conditions prior to commencing work. Provide shop drawings for review prior to fabrication

Concrete

Concrete shall be Class 4000 per WSDOT Std. Spec. Reinforcing steel shall be ASTM A615 Grade 60.

Anchor Bolts:

Cast-in-place anchor bolts shall be F1554-55 galvanized, or approved equal. Post installed anchor bolts shall used F1554-55 galvanized rod for adhesive anchors, and SS304 stainless or galvanized steel for wedge or screw-in anchors.

Adhesive for post installed anchors shall be Hilti HIT-HY 200 V3 or HIT-RE 500 V3, Simpson Strong-Tie SET-3G, SET-XP, or AT-XP, Dewalt AC200+ or Pure 110+, or approved equivalent.

Wedge anchors shall be Hilti Kwik-Bolt TZ2, Simpson Strong-Tie Strong-Bolt 2, Dewalt Power-Stud + SD1, or approved equivalent.

Screw in anchors shall be Hilti KWIK-HUS EZ, Simpson Strong-Tie Titen HD, Dewalt Screw-Bolt+, or approved equivalent.

Non-Shrink Grout:

Non-shrink grout shall be per WSDOT Std. Spec. 9-20.3(2).

Structural Steel:

Fabrication and erection of steel shall be in accordance with AISC Manual of Steel Construction. Welding shall be per AWS D1.1. The frame structure (beams, columns, angles, plates, Unistrut, etc.) except for bolts shall be powder coated black. Any deviation must be approved by the engineer or by the engineer's inspector. Submit powder manuf. standard color samples to the City for review and selection of color.

Materials:

Steel Angles: A36, Fy = 36 ksi min.

Base Plates: A572 Grade 50, Fy = 50 ksi min. Steel Tube: A500 Grade C, Fy = 50 ksi min.

Structural Bolts: A307 Galvanized Welding Electrodes: E70XX

Structural Decking:

Decking shall be 18 gage minimum Verco Decking Type HSB-36SS 1.5" Deep, 50 ksi minimum, or approved equal. Decking shall have G90 galvanized coating. Install decking upside-down so that the seams are at high points. Use sealant tape between all metal panel joints.

Unistrut Framing and Connectors

Unistrut framing called out on the plans (P1000) shall be prefabricated channel sections fabricated using ASTM 1011 SS Grade 33 steel, uncoated or factory hot-dipped galvanized (HDG) as noted in the plans. Unistrut angle fittings shall be provided in hot-dipped galvanized finish, and all hardware shall be electrogalvanized.

SHEET INDEX:

LACEY, WA

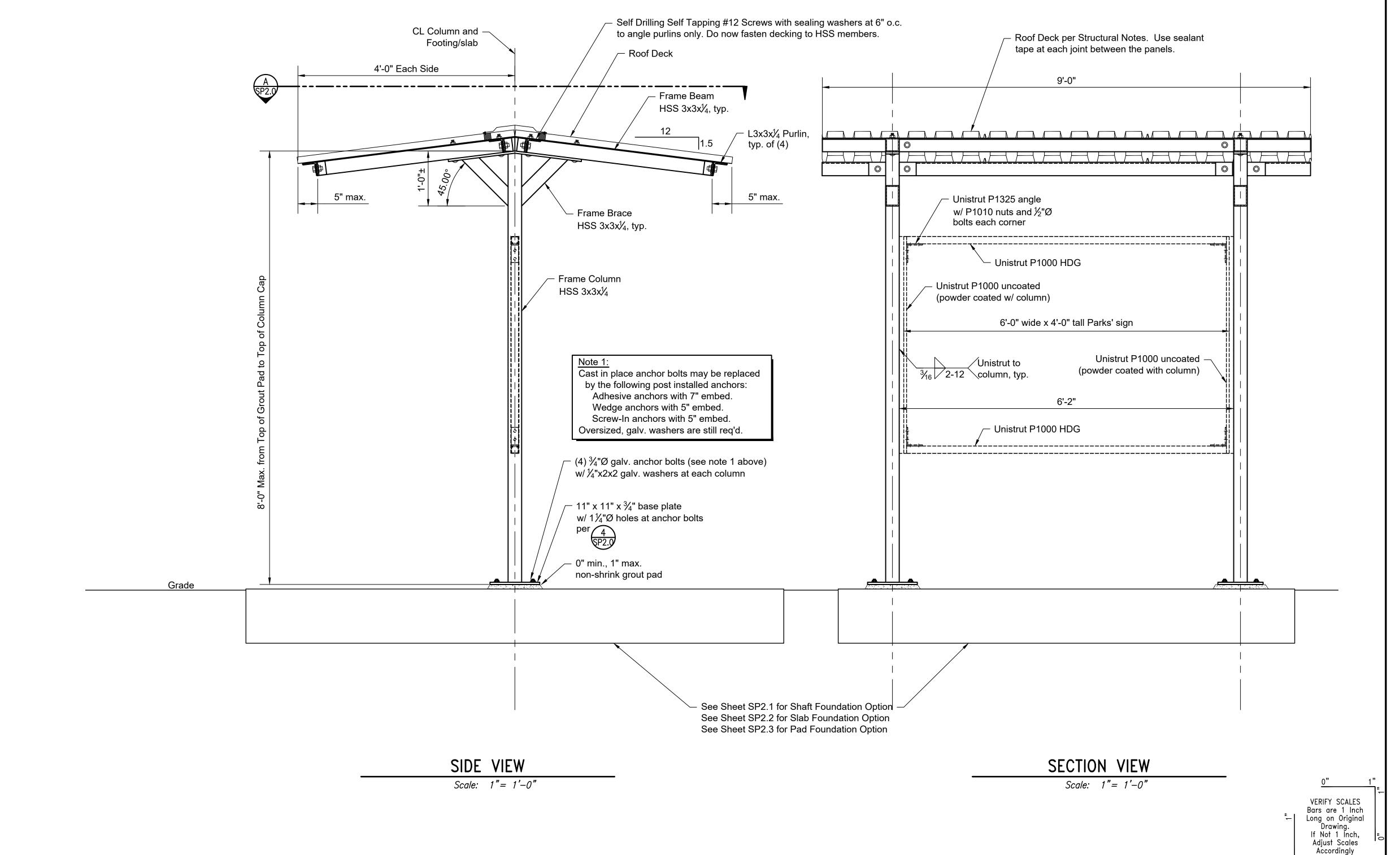
SP1.0 ELEVATIONS AND NOTES

SP2.0 ROOF FRAMING PLAN AND DETAILS

SP2.1 FOUNDATION - SHAFT OPTION

SP2.2 FOUNDATION - SLAB OPTION

SP2.3 FOUNDATION - PADS OPTION



CITY OF LACEY, WASHINGTON DEPARTMENT OF PUBLIC WORKS 420 COLLEGE STREET S.E.

(360) 491-5600

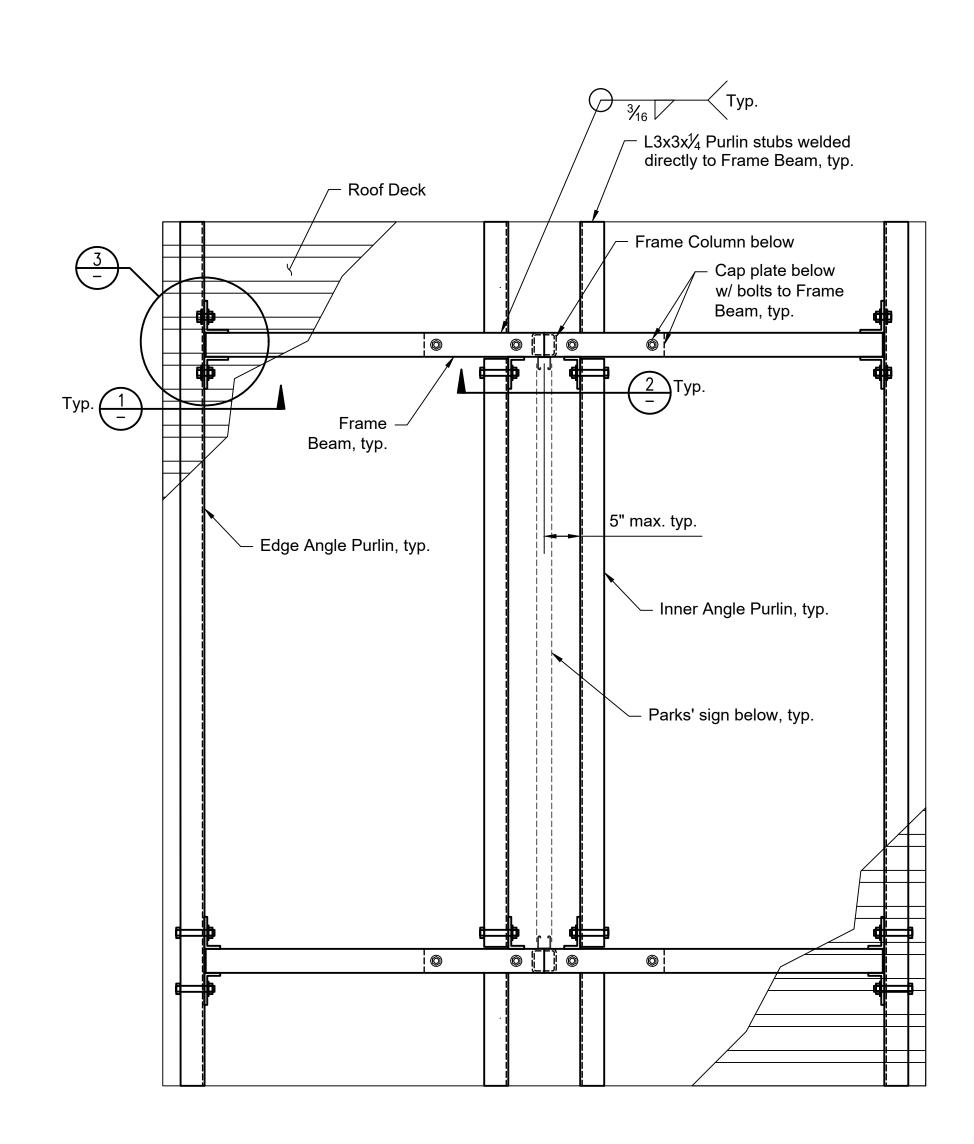
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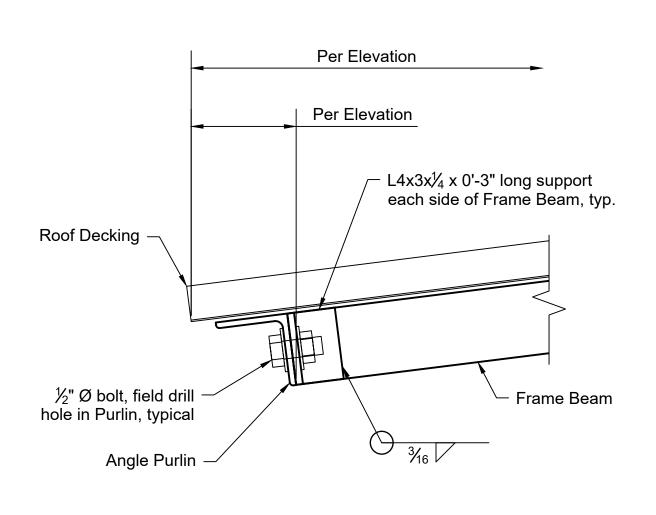
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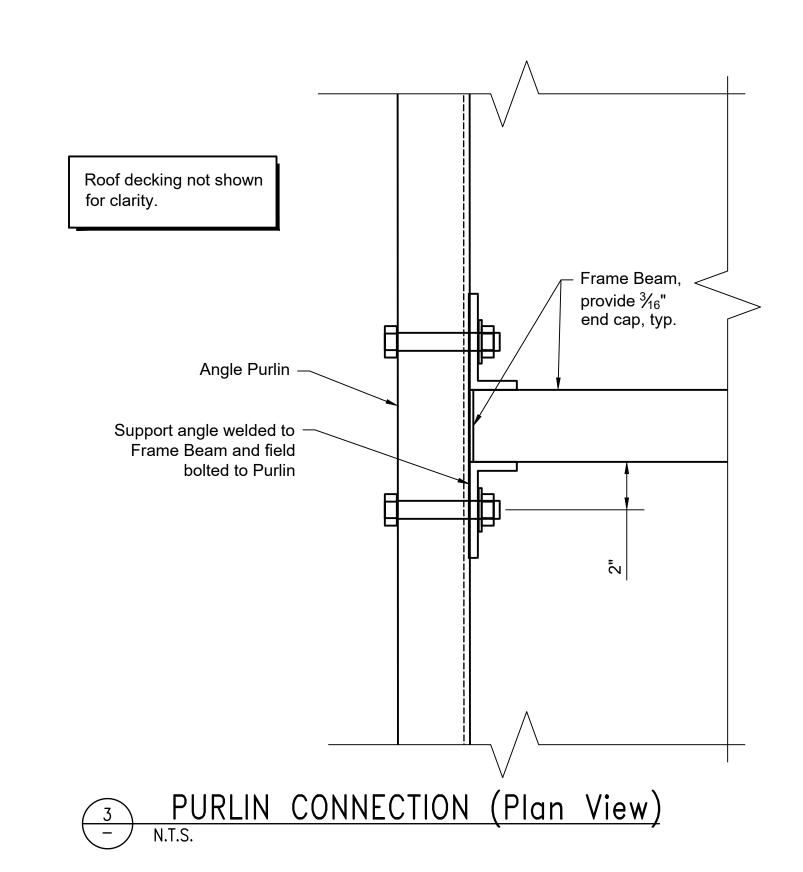
ROOF FRAMING PLAN

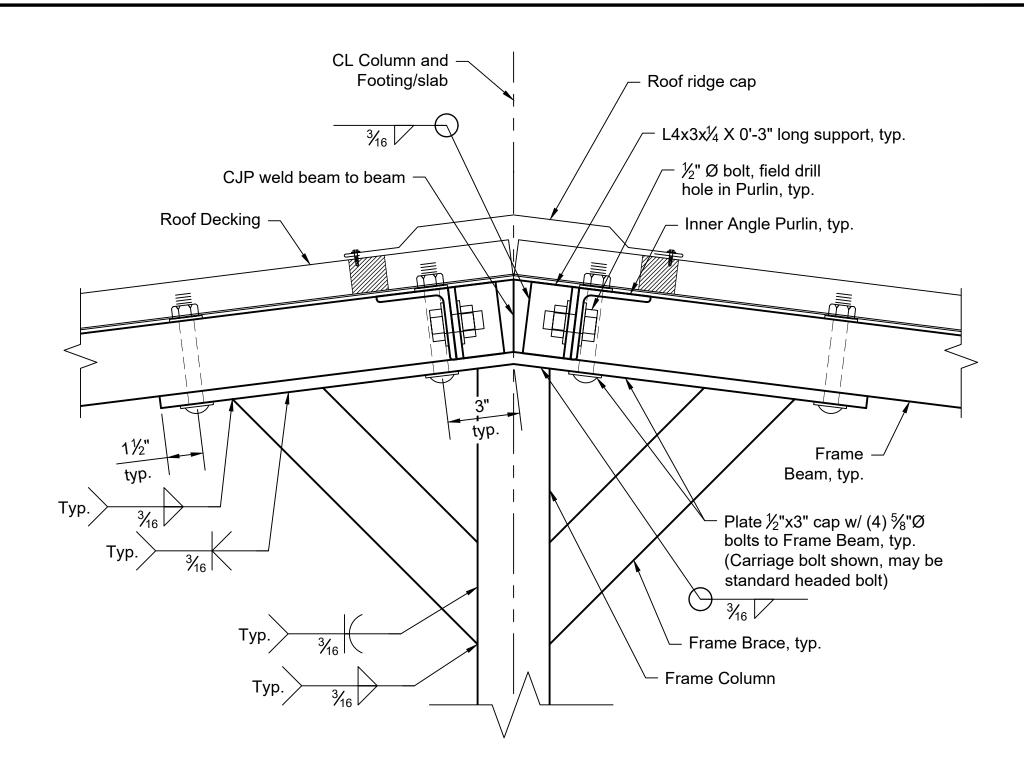
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EDGE PURLIN CONNECTION (Elevation)

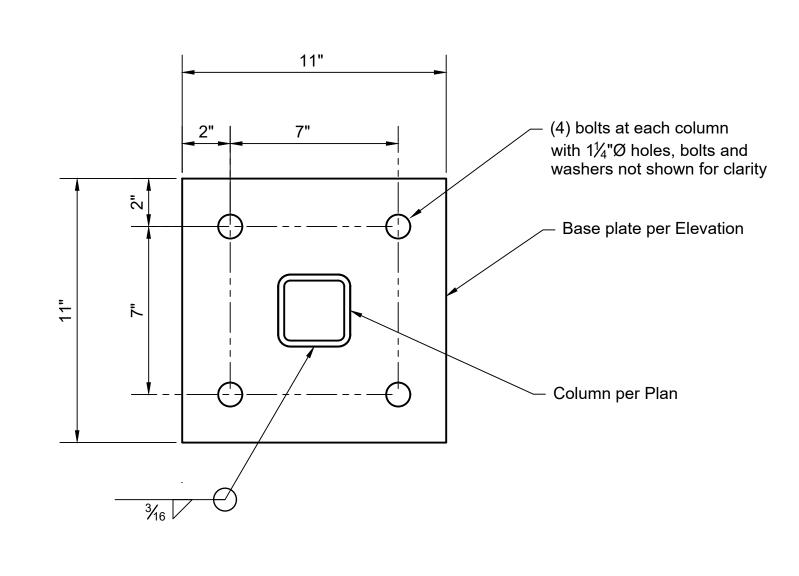
N.T.S.





INNER PURLIN CONNECTION (Elevation)

N.T.S.



CABINET AWNING BASE PLATE DETAIL

N.T.S.

VERIFY SCALES
Bars are 1 Inch
Long on Original
Drawing.
If Not 1 Inch,
Adjust Scales
Accordingly

CITY OF LACEY, WASHINGTON DEPARTMENT OF PUBLIC WORKS

DEPARTMENT OF PUBLIC WOR 420 COLLEGE STREET S.E. LACEY, WA 98503-1238

(360) 491-5600



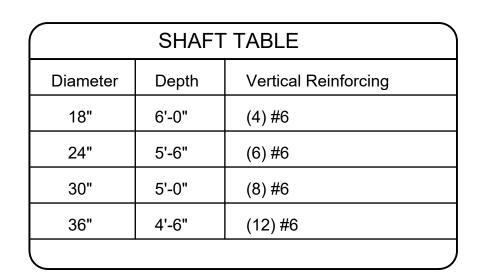
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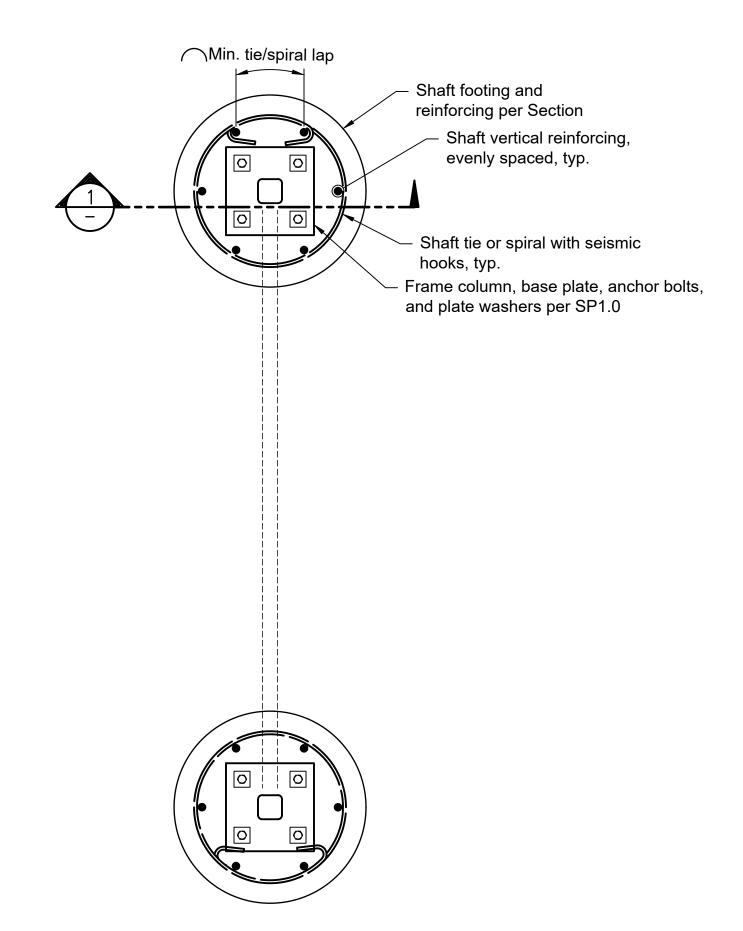
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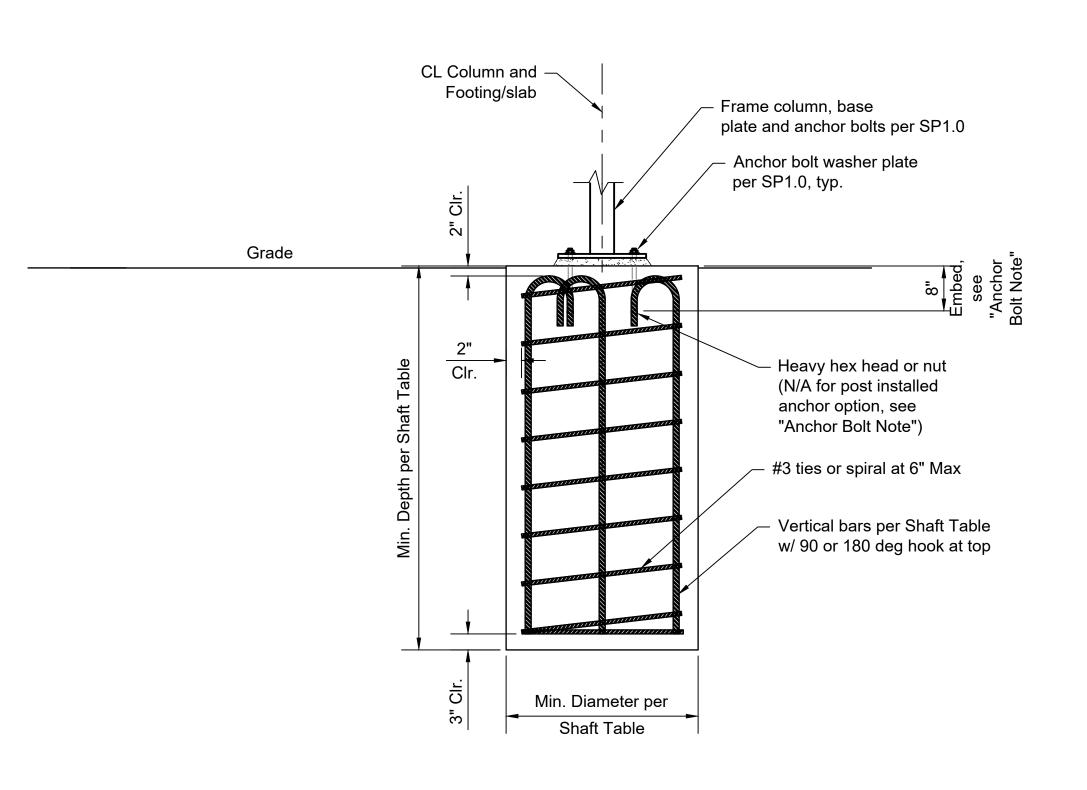
LACEY PARKS - SIGN AWNING

ROOF FRAMING PLAN AND DETAILS

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Anchor Bolt Note:
- See Note 1 on "Elevations and Notes" sheet for information on post installed anchors.

PLAN — SHAFT FOUNDATION OPTION

Scale: 1" = 1'-0"

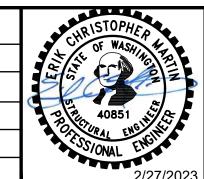
SECTION - SHAFT FOUNDATION OPTION

Scale: 1" = 1'-0"

CITY OF LACEY, WASHINGTON DEPARTMENT OF PUBLIC WORKS 420 COLLEGE STREET S.E. LACEY, WA 98503-1238 (360) 491-5600



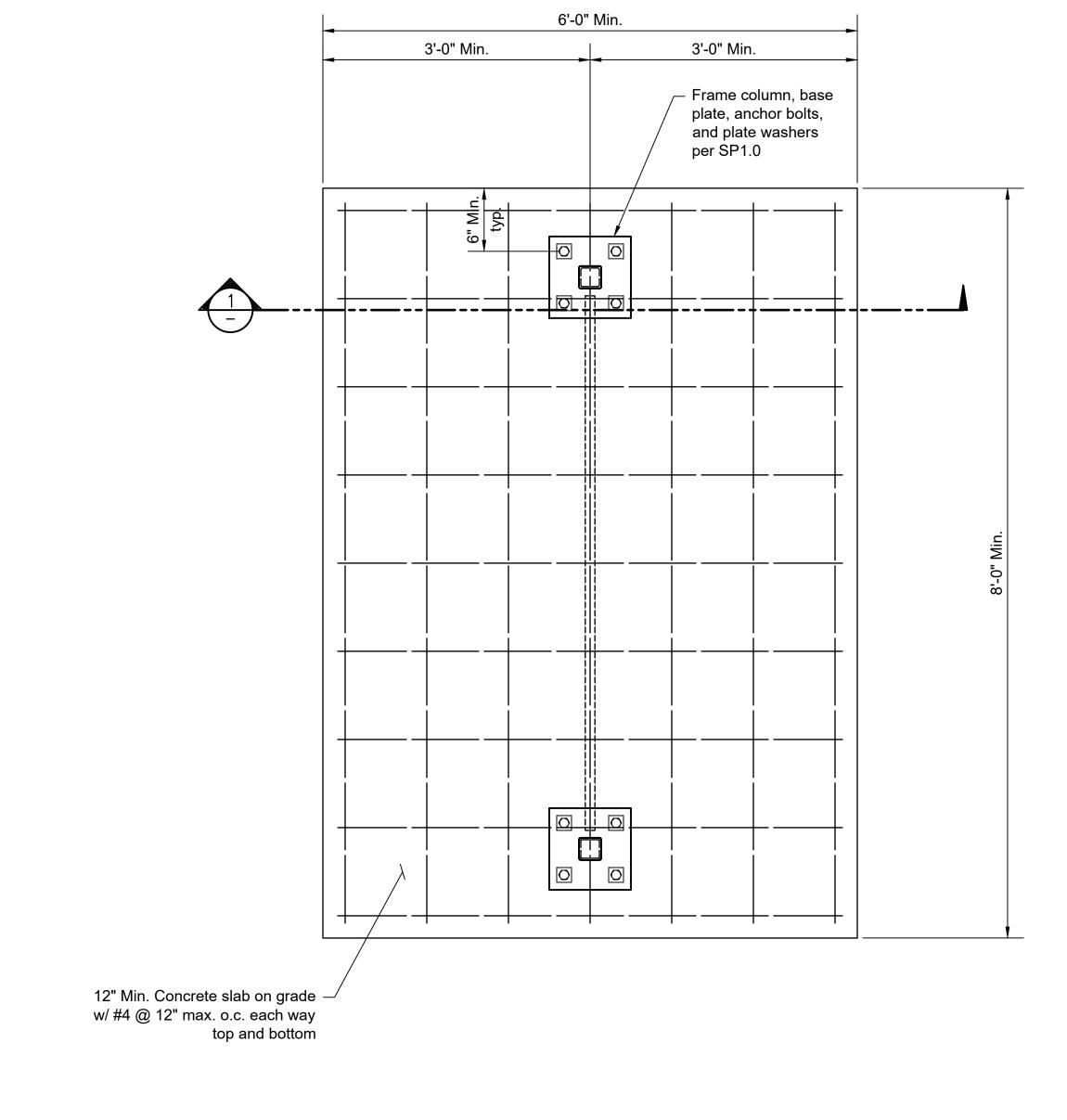
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LACEY PARKS - SIGN AWNING

FOUNDATION - SHAFT OPTION

	-	Bars are 1 Inch Long on Original Drawing. If Not 1 Inch, Adjust Scales Accordingly	0,,	
	"o 0"	1"		
BLOCK				



Grade

CL Column and Slab

Awning frame column, base plate and anchor bolts per SP1.0

Anchor bolt washer plate per SP1.0, typ.

Grade

Heavy hex head or nut (N/A for post installed anchor option, see "Anchor Bolt Note")

Slab and reinf. per A

Anchor Bolt Note:
- See Note 1 on "Elevations and Notes" sheet for information on post installed anchors.

PLAN — SLAB FOUNDATION OPTION

Scale: 1" = 1'-0"

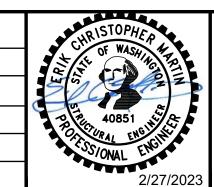
SECTION - SLAB FOUNDATION OPTION

Scale: 1" = 1'-0"

CITY OF LACEY, WASHINGTON DEPARTMENT OF PUBLIC WORKS 420 COLLEGE STREET S.E. LACEY, WA 98503-1238 (360) 491-5600



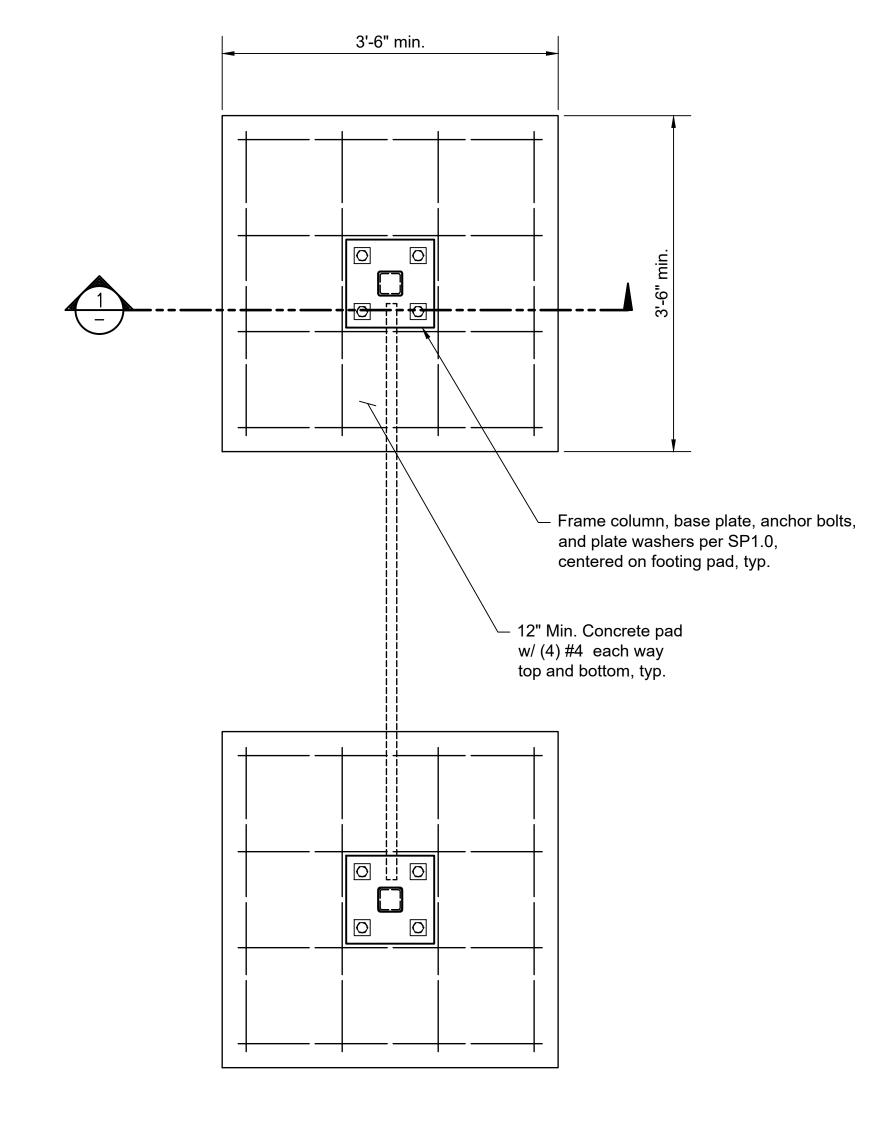
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LACEY PARKS - SIGN AWNING

FOUNDATION - SLAB OPTION

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Awning frame column, base plate and anchor bolts per SP1.0

Anchor bolt washer plate per SP1.0, typ.

Anchor bolt washer plate per SP1.0, typ.

Anchor bolt washer plate per SP1.0, typ.

Anchor Bolt Note:

- See Note 1 on "Elevations and Notes" sheet for information on post installed anchor option, see "Anchor Bolt Note")

Pad and reinf. per

Awning frame column, base plate and anchor bolts per SP1.0

Anchor Bolt Note:

- See Note 1 on "Elevations and Notes" sheet for information on post installed anchor solution, see "Anchor Bolt Note")

PLAN — PADS FOUNDATION OPTION

Scale: 1" = 1'-0"

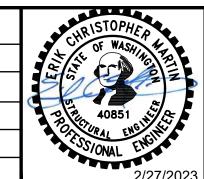
SECTION — PADS FOUNDATION OPTION

Scale: 1" = 1'-0"

CITY OF LACEY, WASHINGTON DEPARTMENT OF PUBLIC WORKS 420 COLLEGE STREET S.E. LACEY, WA 98503-1238 (360) 491-5600



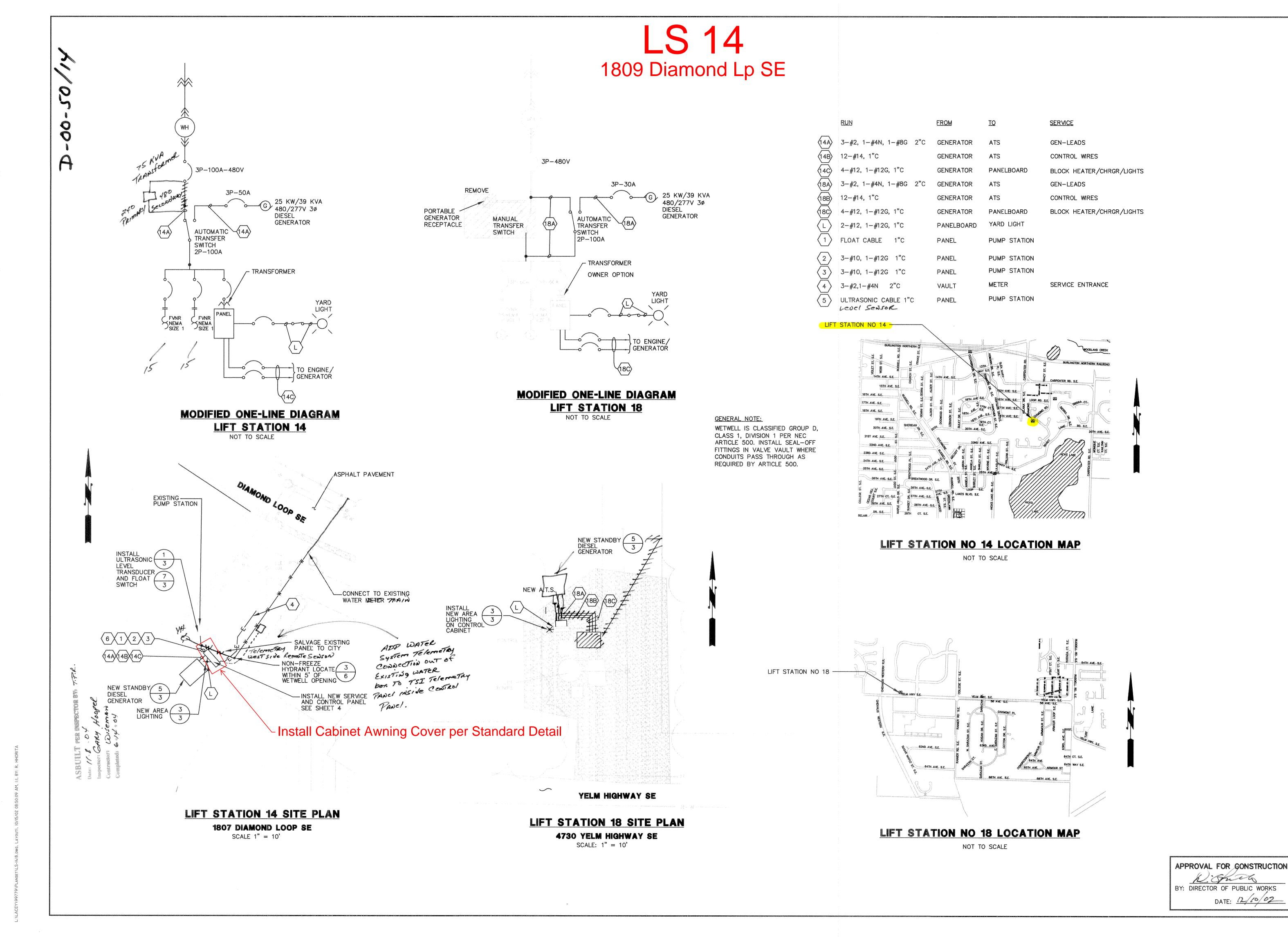
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LACEY PARKS - SIGN AWNING

FOUNDATION - PADS OPTION

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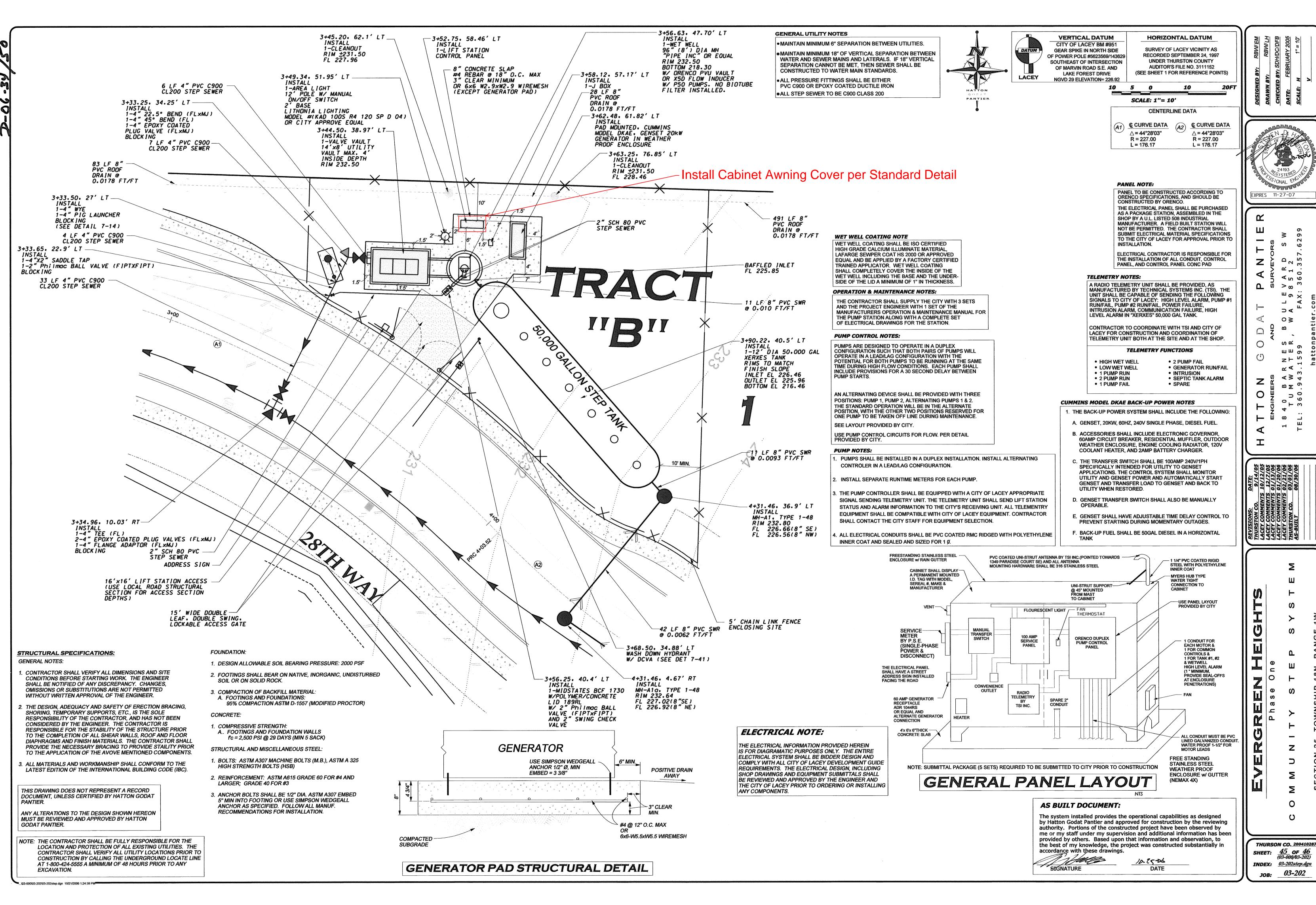


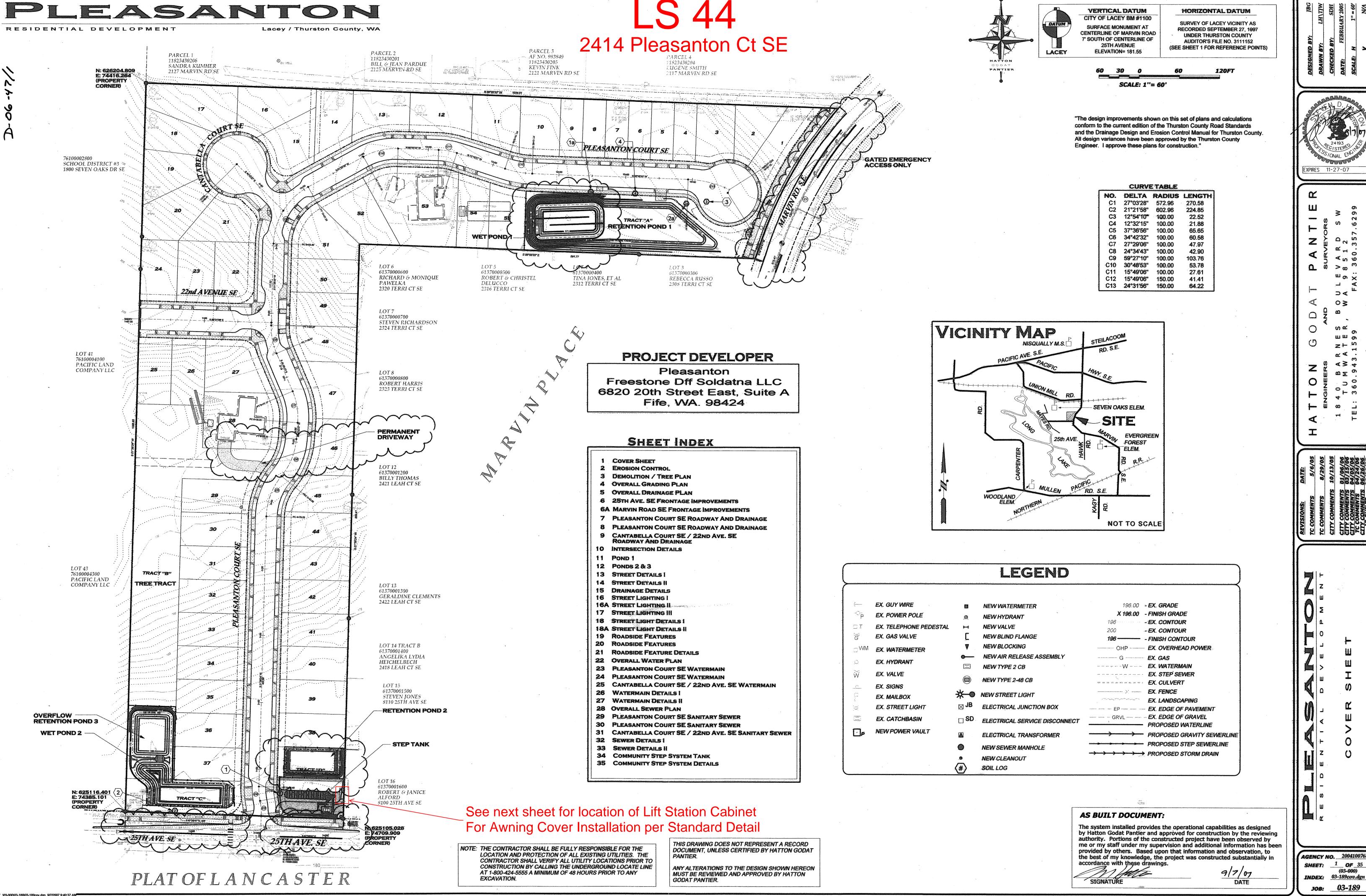
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14 OF:

HORIZONTAL DATUM EVERGREEN HEIGHTS provements shown in this set of plans and calculations m to the current edition of the Thurston County is and the Drainage Design and Erosion Control Manual County. All design variances have been approved by ounty Engineer. I approve these plans for construction. CITY OF LACEY BM #951 SURVEY OF LACEY VICINITY AS **GEAR SPIKE IN NORTH SIDE** RECORDED SEPTEMBER 24, 1997 OF POWER POLE #562356/143629 AUDITOR'S FILE NO. 3111152 OF MARVIN ROAD S.E. AND 8524 28thWay SE LAKE FOREST DRIVE SCALE: 1"= 100' **VICINITY MAP** See next sheet for location of Lift Station Cabinet For Awning Cover Installation per Standard Detail EVERGREEN ESTATES DIV. NO. 1 AF#678074 C/L INT 28TH WAY & DIV. NO. 4AF #741149 **WOODGROVE DR SE** C/L INT WOODGROVE DR SE & MARVIN RD SE N 623451.4330 E 76980.8220 STREET SE PROJECT PROPONENT ROB RICE 1868 STATE AVENUE NE OLYMPIA, WA 98506 (360) 754-7010 SHEET INDEX UNPLATTED LEGEND **COVER SHEET OVERALL EROSION CONTROL** EX. POLE ANCHOR NEW STREET LIGHT 3A PHASE 1 GRADING PLAN **OVERALL DRAINAGE PLAN** SD ELECTRICAL SERVICE DISCONNECT STREET DETAILS EX. STREET LIGHT **■** ELECTRICAL TRANSFORMER DRAINAGE DETAILS - NEW SEWER SERVICE ROOF DRAIN PLAN EX. WATER METER WOODGROVE FRONTAGE IMPROVEMENTS NEW CLEANOUT 28TH WAY GRADING & DRAINAGE EX. WATER VALVE NEW STORM MANHOLE 10 28th Way Grading & Drainage EX. STEP VALVE 11 29TH WAY GRADING & DRAINAGE NEW CATCHBASIN(TYPE 2-4) 12 29TH WAY GRADING & DRAINAGE - × - EX FENCE 13 BELLA COURT GRADING & DRAINAGE × 196.00 - INDICATES EXIST. GRADE NEW BLOWOFF ASM'BLY • 196.00 - INDICATES FINISH CONTOUR 14 RILEY DRIVE GRADING & DRAINAGE 196 ----- -INDICATES EX. CONTOUR 15 MALIA LANE/ BELLA COURT GRADING & DRAINAGE 200 ------ - INDICATES EX. CONTOUR MEW VALVE 16 DRAINAGE FACILITY 196 ------ - INDICATES FINISH CONTOUR ► NEW VALVE WI REDUCER 17 INTERSECTION DETAILS SCORCES - INDICATES ROCK WALL 18 STREET LIGHTING -- s-- - s-- **EXIST. SEWER** 19 STREET LIGHTING -- - - - - - - EXIST. GAS 20 STREET LIGHTING NOTES & DETAILS ------ EXIST. U.G. TELEPHONE 21 ROADSIDE FEATURES 22 ROADSIDE FEATURES S 88*03'16* E 23 ROADSIDE FEATURES NOTES & DETAILS 24 OVERALL WATERMAIN CONSTRUCTION HOURS NOTE: 24A TIMBER DRIVE SE Construction on this site shall occur only between the hours of 25 28th Way WATERMAIN 7:00 a.m. and 9:00 p.m. 26 28TH WAY WATERMAIN **CONTRACTOR AS BUILT:** 26a 28th Way Watermain N 622452.0350 E 78109.9390 268 28TH WAY WATERMAIN The contractor shall maintain one set of the contract drawings that shall include, clearly and legibly marked, any alterations or locations 27 29TH WAY WATERMAIN of underground utilities encountered during progress of this project, 28 29TH WAY WATERMAIN and any alterations made to the facilities being installed. Said 29 BELLA COURT WATERMAIN drawings shall be marked "AS-BUILT" and shall be submitted to the 30 RILEY DRIVE WATERMAIN Project Engineer upon completion of the project. 30a TIMBER DRIVE SE/MARVIN ROAD WATERMAIN CONSTRUCTION STAKING: 31 MALIA LANE/ BELLA COURT WATERMAIN This project must be staked prior to construction by the design 32 WATERMAIN DETAILS engineer or by a licensed land surveyor. The developer and the 32A WATERMAIN DETAILS contractor shall determine who is responsible for securing and 33 OVERALL SEWER PLAN scheduling the staking. 34 WOODGROVE STEP SEWER **UNDERGROUND UTILITY NOTE:** 35 WOODGROVE STEP SEWER THIS DRAWING DOES NOT REPRESENT A RECORD Contractor shall coordinate the removal and relocation of the existing utilities 36 Mugho St. Step Sewer DOCUMENT, UNLESS CERTIFIED BY HATTON GODAT along Woodgrove Drive frontage with the respective utility companies. 37 28TH WAY SANITARY SEWER AS BUILT DOCUMENT: 38 28TH WAY SANITARY SEWER ANY ALTERATIONS TO THE DESIGN SHOWN HEREON 39 29TH WAY SANITARY SEWER MUST BE REVIEWED AND APPROVED BY HATTON The system installed provides the operational capabilities as designed 40 29TH WAY SANITARY SEWER by Hatton Godat Pantier and approved for construction by the reviewing 41 BELLA COURT SANITARY SEWER authority. Portions of the constructed project have been observed by me or my staff under my supervision and additional information has been 42 RILEY DRIVE SANITARY SEWER NOTE: THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE provided by others. Based upon that information and observation, to 43 MALIA LANE/ BELLA COURT SANITARY SEWER THURSON CO. 20041028 the best of my knowledge, the project was constructed substantially in LOCATION AND PROTECTION OF ALL EXISTING UTILITIES. THE 44 SEWER CONNECTION SHEET: 1 OF 46 (03-000/03-202) CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO accordance with these drawings. 45 COMMUNITY STEP SYSTEM CONSTRUCTION BY CALLING THE UNDERGROUND LOCATE LINE 10-25-01 AT 1-800-424-5555 A MINIMUM OF 48 HOURS PRIOR TO ANY **45A COMMUNITY STEP DETAILS** INDEX: 03-202cov.dgn DATE **SIGNATURE** EXCAVATION. 46 SANITARY SEWER DETAILS 03-202

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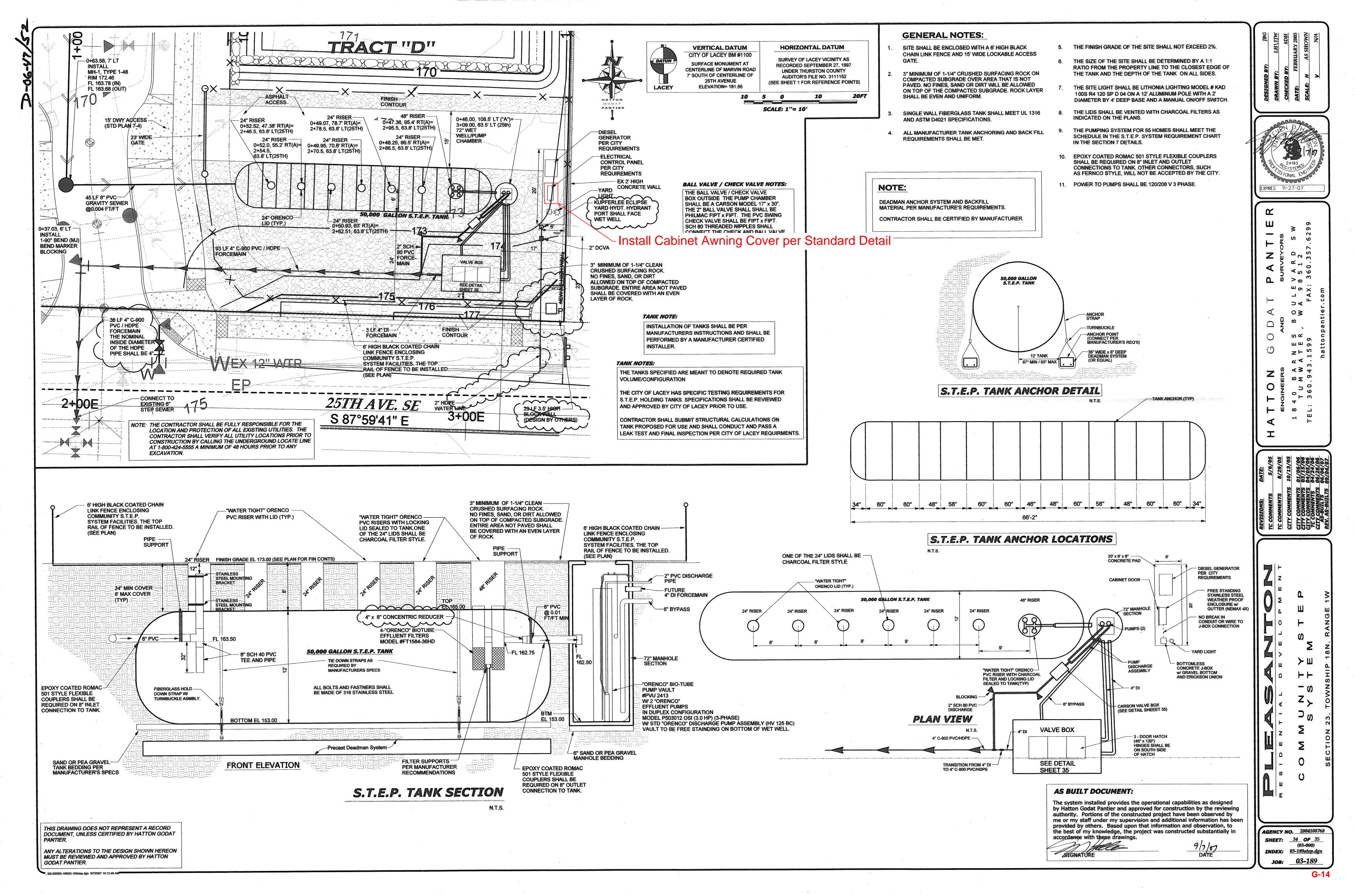




XPIRES 11-27-07

IGENCY NO. 2004100768 **SHEET:** 1 OF 35

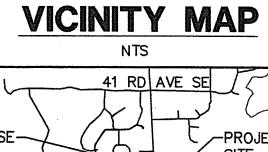
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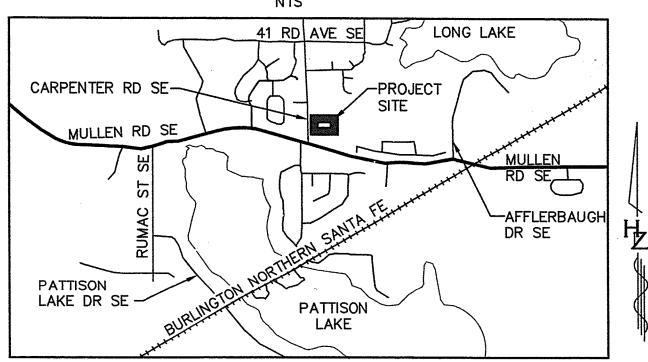


S88°16'47"E 1158.03'(C)

See next sheet for location of Lift Station Cabinet

For Awning Cover Installation per Standard Detail





ZONING CODE INFORMATION

SITE SIZE:

SETBACKS:

BUFFERS:

BUILDING HEIGHT:

PROPOSED PARKING:

JURISDICTIONS:

4630 CARPENTER ROAD SE LACEY, WA 98512-4499 PROJECT ADDRESS: PARCEL NUMBER:

11835230600 LEGAL DESCRIPTION: 35-18-1W N2 SW NW E OF CARPENTER ROAD LESS .12A 16.64 ACRES CITY OF LACEY

LACEY FIRE DEPARTMENT THURSTON COUNTY PUBLIC HEALTH AND SOCIAL SERVICES LD 3-6, LOW-DENSITY RESIDENTIAL; CITY ZONING:

OS-I, OPEN SPACE/INSTITIUTIONAL MAXIMUM DEVELOPMENT COVERAGE 70 PERCENT OF TOTAL LOT COVERAGE:

AREA OF LOT.
24 PERCENT THIS PROJECT.
MAXIMUM BUILDING COVERAGE 35 PERCENT OF TOTAL

AREA OF LOT. 9 PERCENT THIS PROJECT INCLUDING PORTABLE

35 FEET FRONT YARD FROM RIGHT OF WAY

15 FEET SIDE YARD EXCEPT 25 FEET AT

NORTH EAST (MEADOWLAKE/THE ARBORS)
15 FEET REAR YARD, 25 FEET AT SOUTH EAST.

MAXIMUM 40 FEET (60 FEET WITH FIRE SPRINKLER SYSTEM) EXISTING BUILDING IS 31 FEET. CRITICAL BUFFERS: 200 FEET FOR WETLANDS

NO FLOODZONE NO WEED CONTAINMENT ZONE NO SHOOTING ZONE

NOT AN HISTORIC SITE GROUNDWATER SENSITIVE AREA: LAKES IT IS A SHORELINE MANAGEMENT AREA NOT A WELLHEALD PROTECTION AREA

ELEMENTARY SCHOOLS REQUIRE MINIMUM 1/MAXIMUM PARKING: 1.5 AUTO PARKING STALL PER CLASSROOM AND OFFICE AND 1 BICYCLE PARKING PER CLASSROOM.

> 88 REGULAR STALLS (EXISTING) 1 ADA VAN STALL (EXISTING) 3 ADA CAR STALLS (EXISTING MODIFIED)

13 REGULAR STALLS 19'-0" x 9'-0" (NEW) TOTAL OF 105 STALLS

4 BICYCLES RACKS 8 BICYCLES EACH TOTAL OF 32

PARENT PICK-UP/DROP-OFF QUEING = 230LF

EMERGENCY VECHICLES: FIRE TRUCK ACCESS REQUIRES MINIMUM 20'-0" ACCESS ROADS MINIMUM INSIDE TURNING RADIUS (HAMMER HEAD) = 28'-0"

DATUM

170.92'(M)

N01°41'00"E

25.00'(M)

HORIZONTAL DATUM

CITY OF LACEY SURVEY CONTROL POINT #45, A BRASS CAP AT THE WEST 1/4 CORNER OF SECTION 35, T18N, R01W & POINT #44, A MONUMENT IN CASE AT THE NORTHWEST CORNER OF SECTION 35, T18N, R01W AS PUBLISHED BY THURSTON GEODATA CENTER BASIS OF BEARING BETWEEN POINTS 45-44 BEING NORTH 01°31'17" EAST.

WOODLAND ELEMENTARY SCHOOL 4630 CARPENTER ROAD SE

LACEY, WASHINGTON

98512-4499

VERTICAL DATUM

CITY OF LACEY BM# 792 NGVD29 ELEV=195.01' THURSTON COUNTY SURFACE MONUMENT W/BRASS CAP @ INTERSECTION OF MULLEN ROAD AND CARPENTER ROAD.

SHEET INDEX

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CONTRACTOR'S NOTES:

1. CONTRACTOR SHALL RECORD ANY FIELD DEVIATION FROM ENGINEERING PLAN. THESE RECORDS SHALL BE KEPT ON CONSTRUCTION DRAWINGS AND TURNED OVER TO ENGINEER UPON COMPLETION OF PROJECT.

2. THE CONTRACTOR SHALL VERIFY, DIA., LENGTH, CONDITION, PIPE TYPE, SLOPE AND VERTICAL AND HORIZONTAL ALIGNMENT OF THE EXISTING UTILITY PRIOR TO CONNECTION AND REPORT ANY DISCREPANCIES TO ENGINEER PRIOR TO CONSTRUCTION.

THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES AND SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION BY CALLING THE:

UNDERGROUND LOCATE LINE-1-800-424-5555 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION

CITY OF LACEY FILE # 118-35-230600-A

APPROVAL FOR CONSTRUCTION FOR THE CITY OF LACEY

DIRECTOR OF PUBLIC WORKS Approval Expires Two Years from Above Date Ambia

Enduring Architecture

www.ambia-inc.com

108 First Avenue South Suite 200 Seattle, Washington 98104

724 Columbia Street NW Suite 400 Olympia, Washington 98501 T 360.943.4650 F 360.357.9022

HUTT-ZOLLARS
Hutt-Zollars, Inc. Seattle

814 E. Pike St. Seattle, Washington 98122 Phone (206) 324-5500 Fax (206) 328-1880

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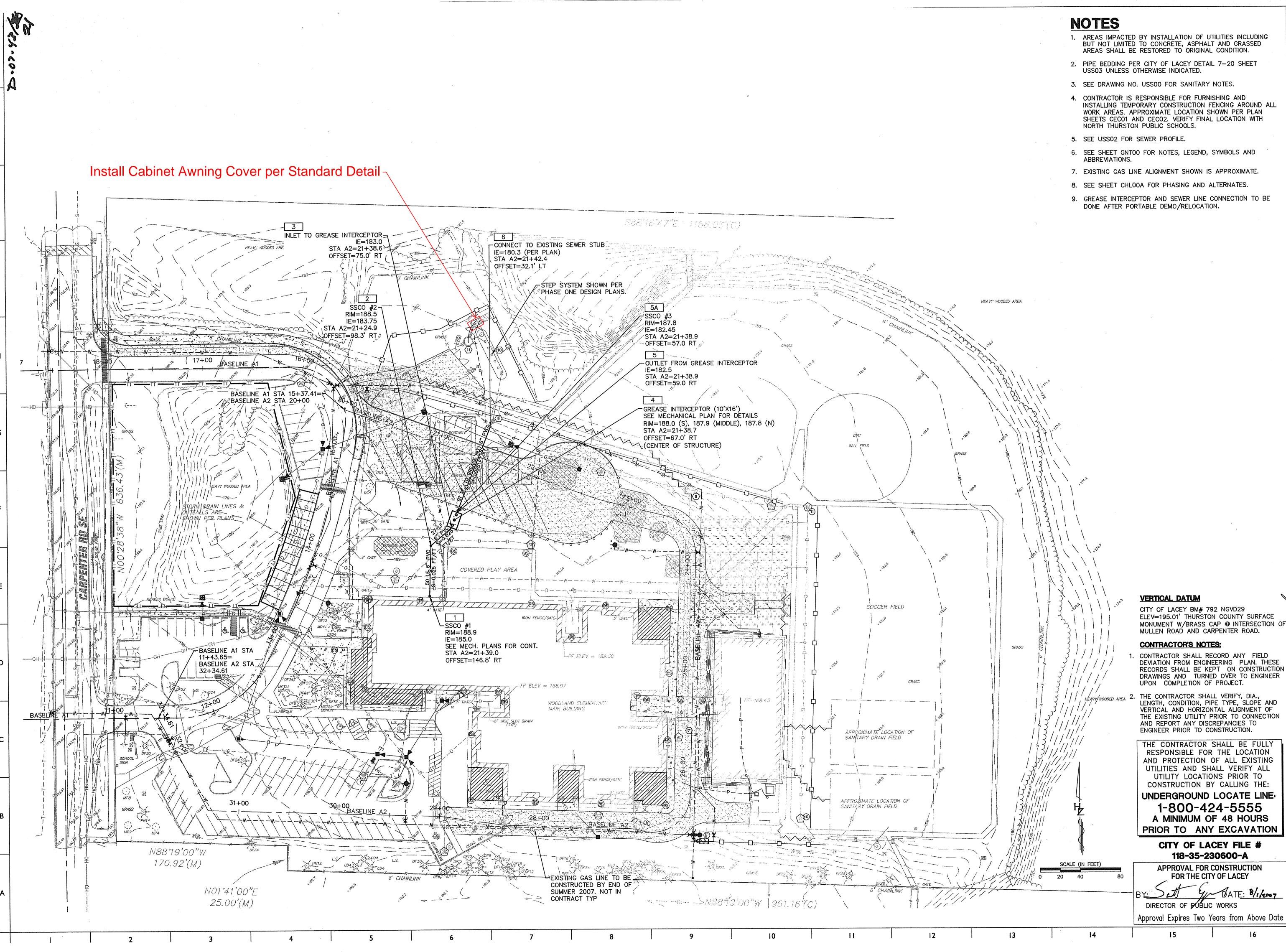
G. WHITLOCK, V. LY

06-28-2007 REVISIONS

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GENERAL INFORMATION





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118-35-230600-A

APPROVAL FOR CONSTRUCTION FOR THE CITY OF LACEY

DIRECTOR OF PUBLIC WORKS

DRAWN BY

J. ULLRICH, V. LY

DATE 06-28-2007

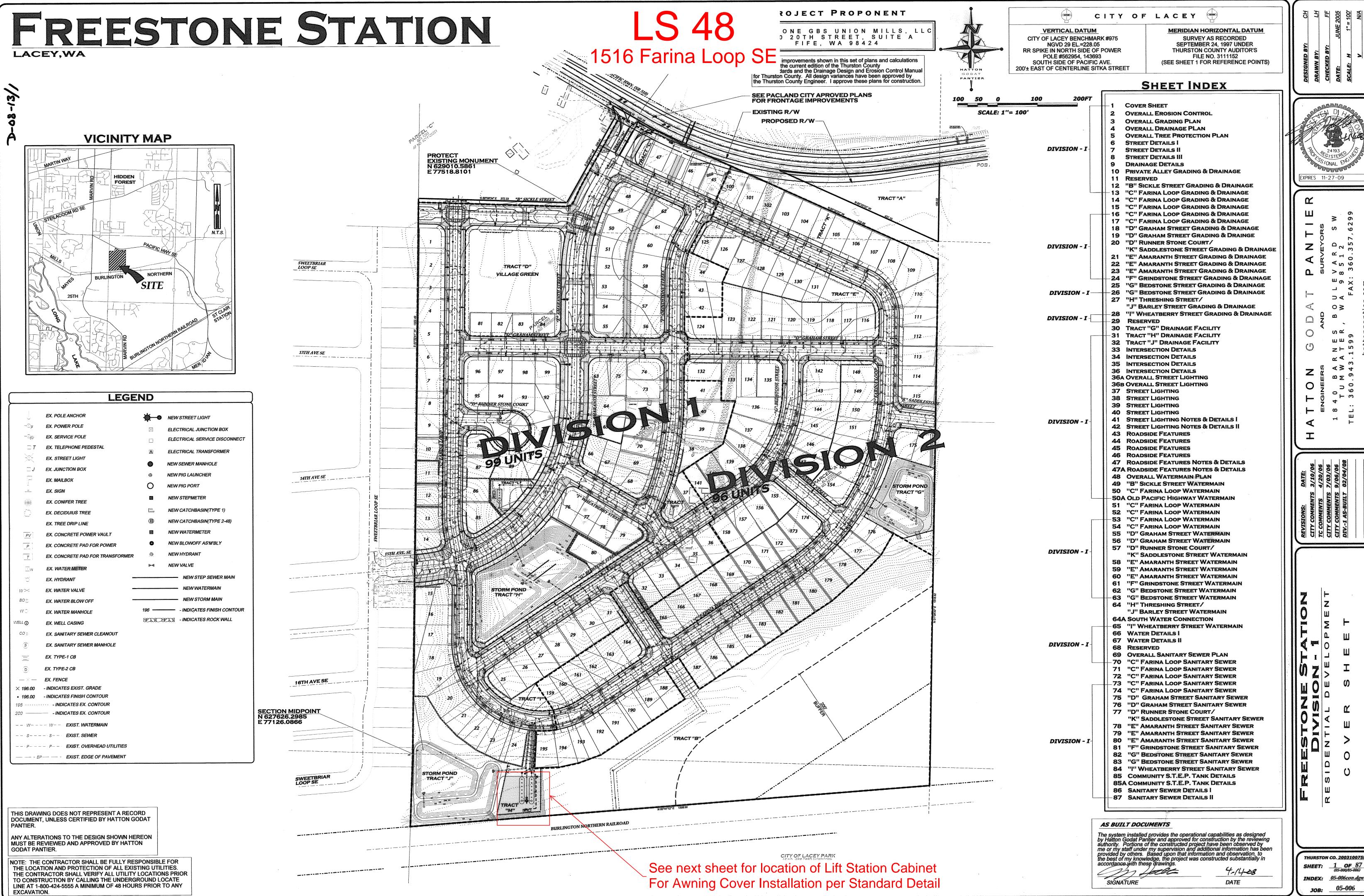
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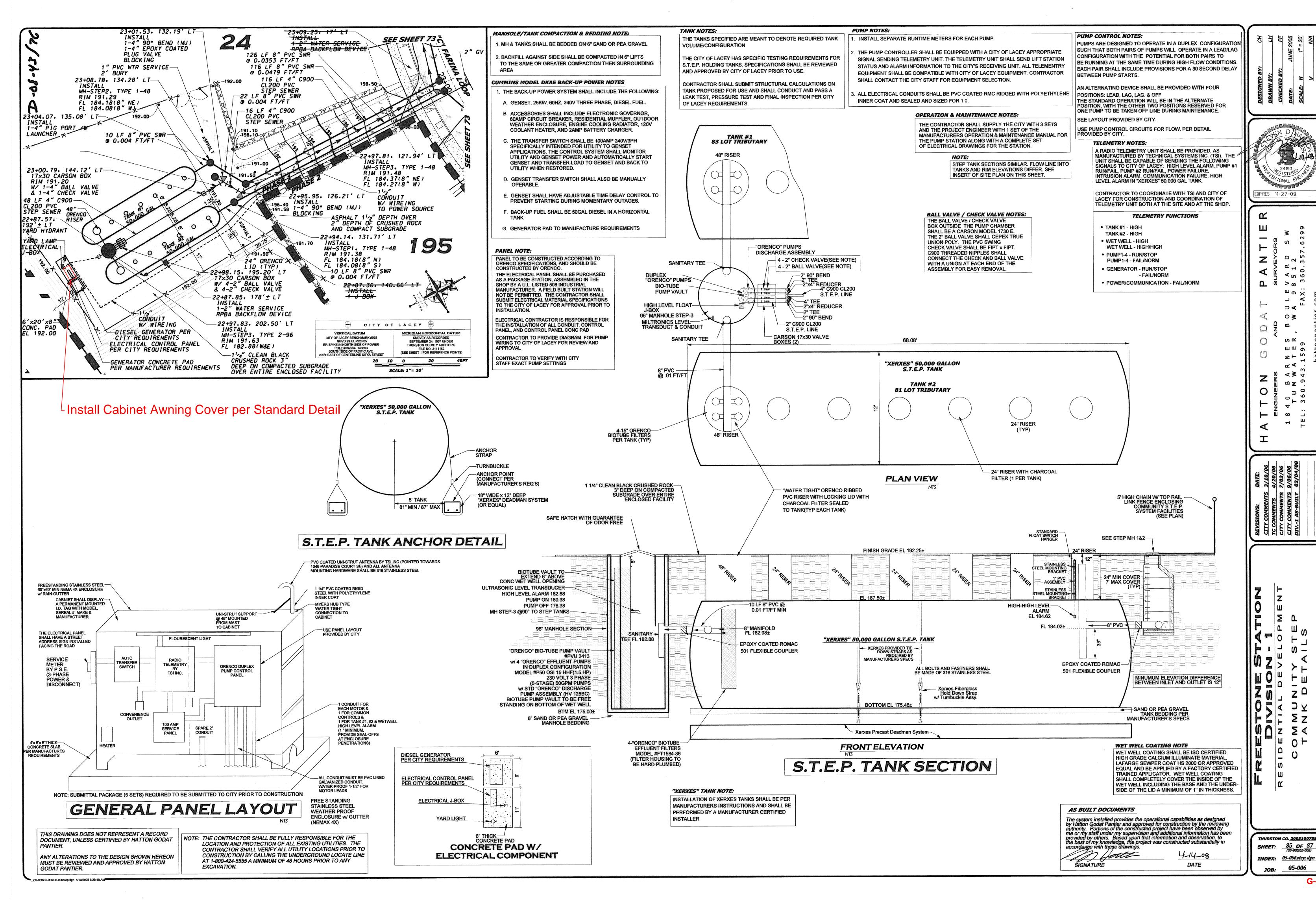
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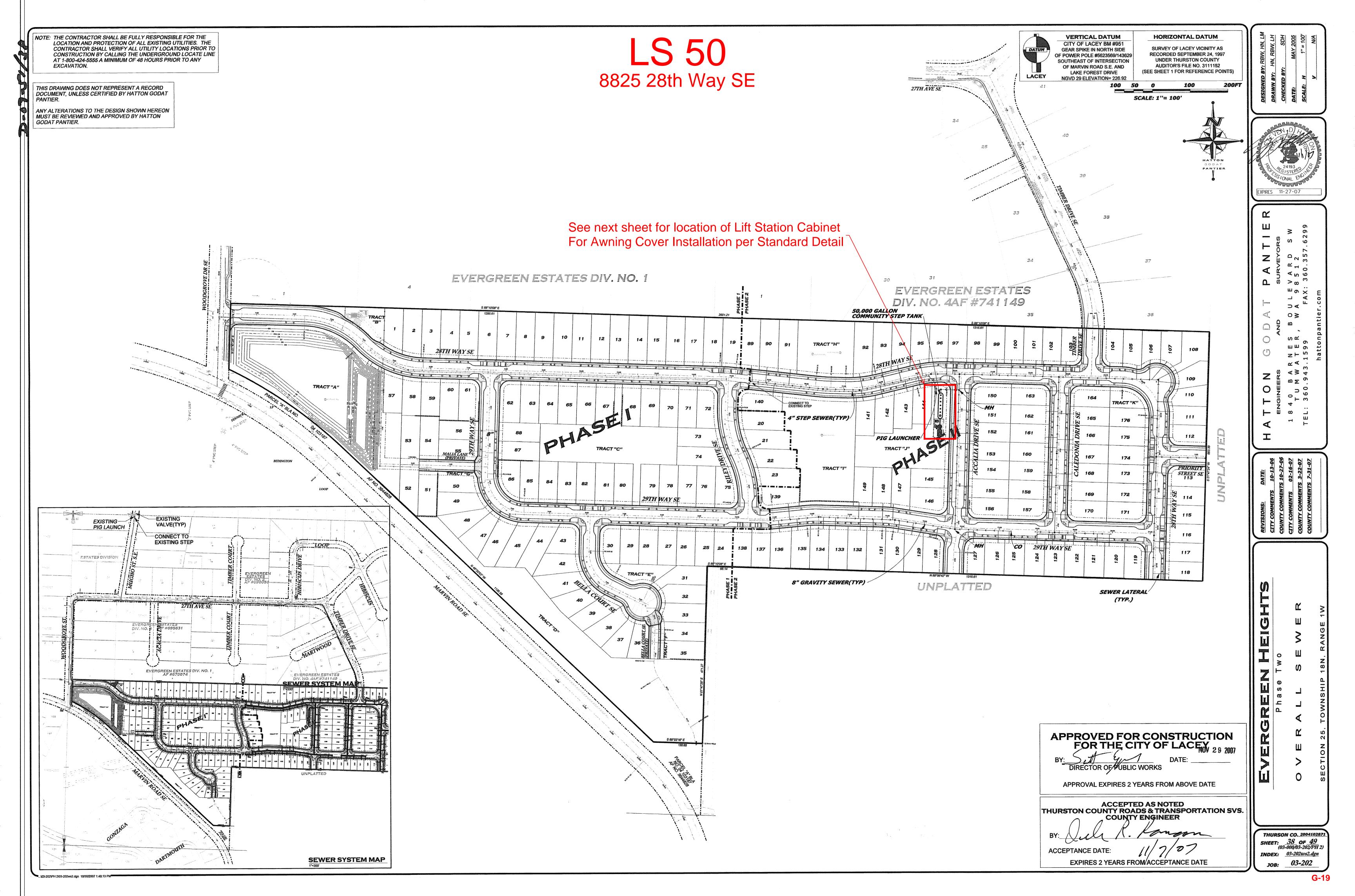
SEWER PLAN

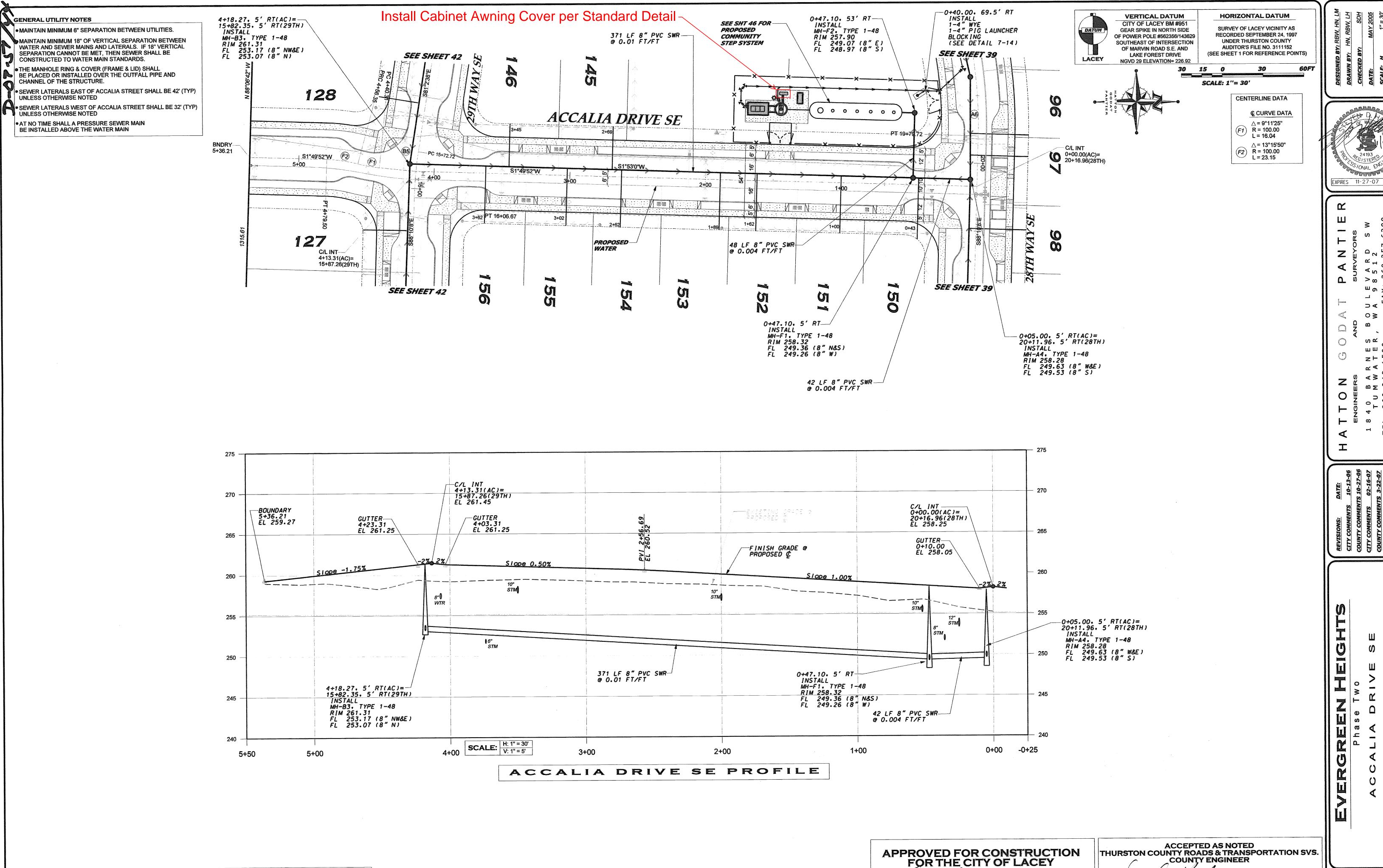
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ROUTING









NOTE: THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION BY CALLING THE UNDERGROUND LOCATE LINE AT 1-800-424-5555 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION.

THIS DRAWING DOES NOT REPRESENT A RECORD DOCUMENT, UNLESS CERTIFIED BY HATTON GODAT

ANY ALTERATIONS TO THE DESIGN SHOWN HEREON MUST BE REVIEWED AND APPROVED BY HATTON GODAT PANTIER.

APPROVED FOR CONSTRUCTION FOR THE CITY OF LACEY DATE: <u>NOV 29 200</u>7

DIRECTOR OF MUBLIC WORKS

APPROVAL EXPIRES 2 YEARS FROM ABOVE DATE

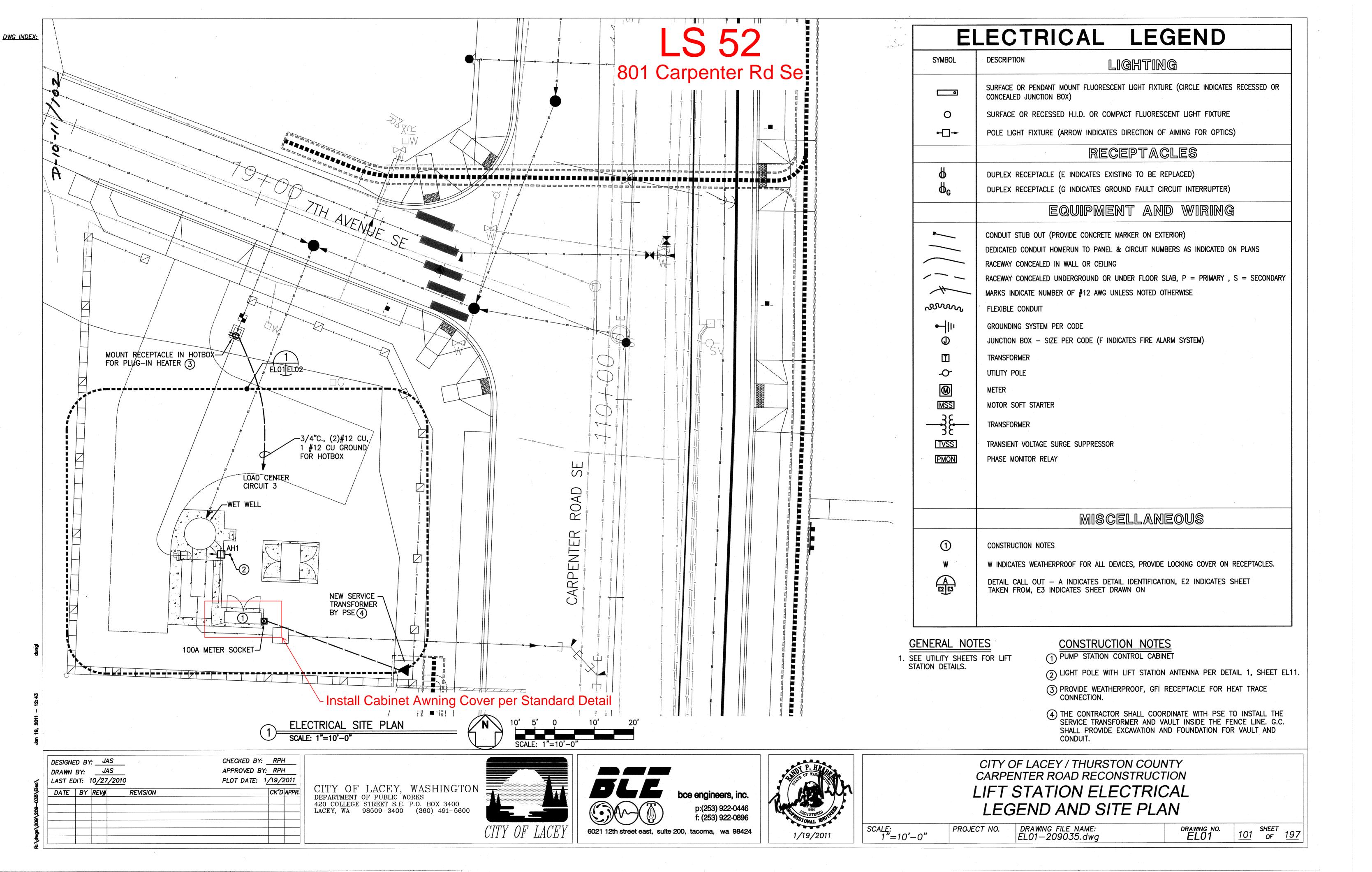
EXPIRES 2 YEARS FROM ACCEPTANCE DATE

THURSON CO. 200410287 SHEET: <u>44</u> of <u>49</u> (03-000/03-202/PH 2) INDEX: <u>03-202f.dgn</u> 03-202

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Museum Kiosk Site

5700 LACEY BLVD SE

GENERAL NOTES

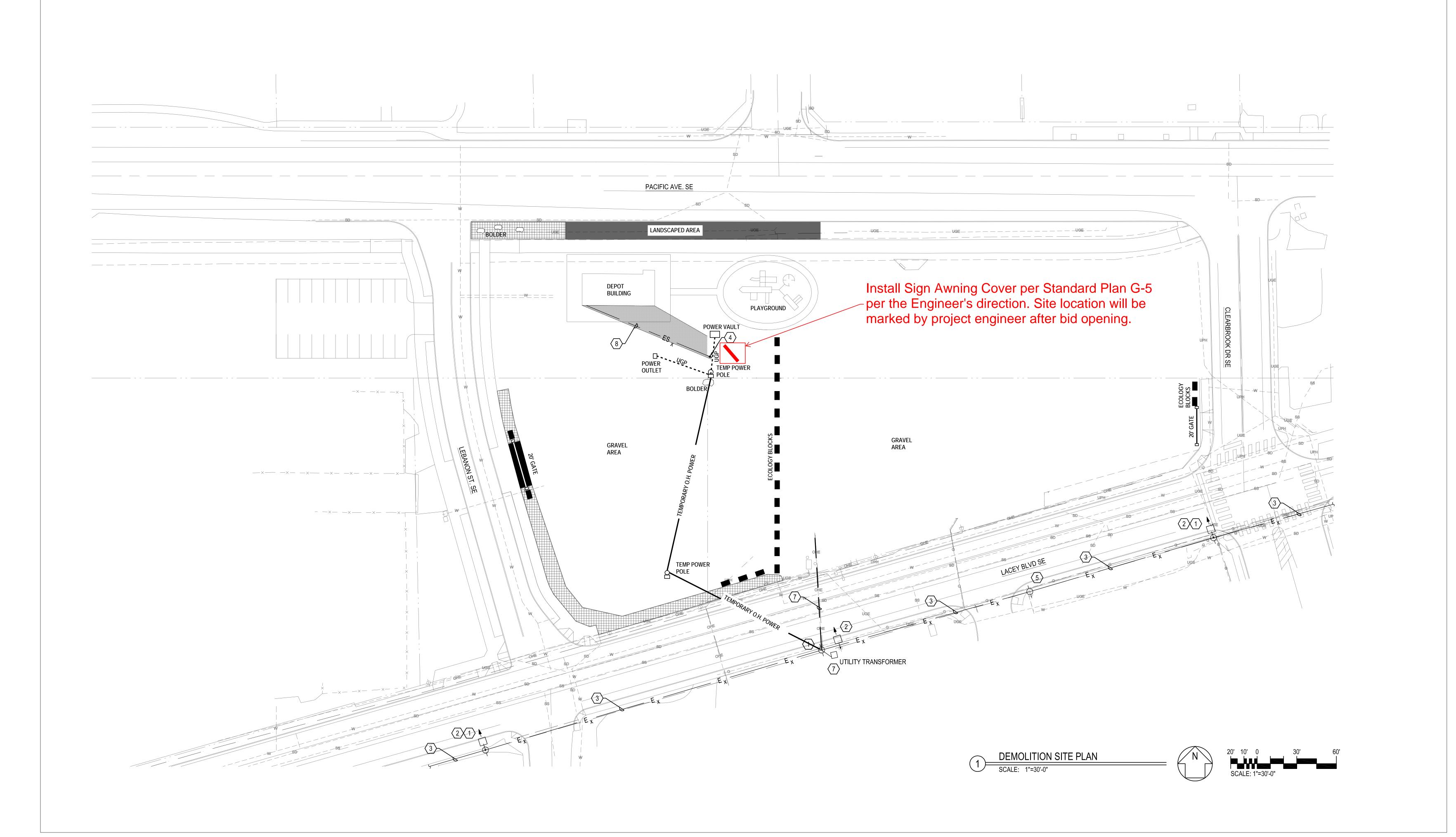
- ALL LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO STARTING WORK.
- COORDINATE ALL SITE UTILITY WORK WITH PSE.
- 3. COORDINATE ALL STREET LIGHTING WORK WITH THE CITY OF LACEY.

DEMOLITION NOTES

- 1 EXISTING POWER POLE TO REMAIN.
- 2 EXISTING STREET LIGHT TO REMAIN.
- (3) EXISTING OVERHEAD PSE PRIMARY TO REMAIN.
- 4 INTERCEPT EXISTING SERVICE CONDUIT TO DEPOT BUILDING. DEMOLISH CONDUIT AND WIRE BETWEEN WAREHOUSE AND NEW TEMPORARY POLE LOCATION. SEE E-101 FOR ADDITIONAL INFORMATION REGARDING TEMPORARY POWER FEED.
- (5) EXISTING TELECOMMUNICATIONS POLE TO REMAIN.
- 6 EXISTING WAREHOUSE TO BE DEMOLISHED IN ITS ENTIRETY.
- $\overline{7}$ DISCONNECT AND SAFE-OFF EXISTING SERVICE AT THE WAREHOUSE BUILDING. RETAIN EXISTING OVERHEAD CONDUCTORS FOR TEMPORARY SERVICE TO DEPOT BUILDING. EXISTING UTILITY TRANSFORMER ON SOUTH SIDE OF LACEY BOULEVARD TO REMAIN.
- APPROXIMATE LOCATION OF EXISTING SERVICE TO DEPOT BUILDING. EXACT LOCATION AND ROUTING TO BE VERIFIED IN THE FIELD PRIOR TO STARTING ANY EXCAVATION.







ORIGINAL SHEET SIZE = 30 x 42 HALF SIZE REDUCTIONS = 15 x 21

5/17/2021

ED101 DEMOLITION SITE PLAN