2023/2024 MANHOLE REHABILITATION

LACEY CONTRACT NUMBER PW 2023-23

SPECIFICATIONS AND BID DOCUMENTS
DEPARTMENT OF PUBLIC WORKS

LACEY PROJECT NUMBER PW 2023-23

CITY OF LACEY
WASHINGTON

CITY OFFICIALS

MAYOR	**ANDY RYDER**
DEPUTY MAYOR	**MALCOLM MILLER**
COUNCIL MEMBERS	**LENNY GREENSTEIN**
	MICHAEL STEADMAN
	CAROLYN COX
	ROBIN VAZQUEZ
	NICOLAS DUNNING
CITY MANAGER	**RICK WALK**
CITY ATTORNEY	**DAVID S. SCHNEIDER**
DIRECTOR OF PUBLIC WORKS	**SCOTT EGGER, P.E.**
CITY ENGINEER	**AUBREY COLLIER, P.E., S.E.**

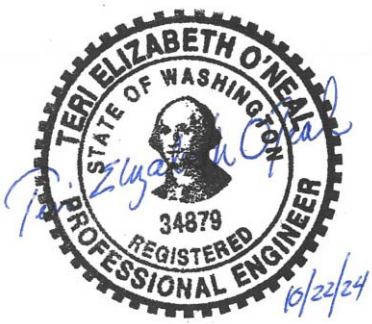
CITY OF LACEY

2023/2024 MANHOLE REHABILITATION

Project No. 2023-23

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

Teri Elizabeth O'Neal,
City of Lacey



Section A, B, C, and D (Lacey General Special Provisions)

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ADVERTISEMENT FOR BIDS

2023/2024 MANHOLE REHABILITATION

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Lacey at City Hall, Lacey, Washington until 2:30 p.m., November 19, 2024, at which time bids will be publicly opened via a live video stream. Links to the YouTube live video stream can be found at https://cityoflacey.org/rfp-rfq-rfi/ under the specific project section and on the specific project page on the Builders Exchange website located at http://bxwa.com/bxwa_toc/pub/2080/toc.html for the following work:

This contract provides for the rehabilitation of seventeen (17) manholes located at or near Desmond Dr SE and Martin Way E and the roundabout at Pacific Ave SE, Lacey Blvd SE and Lacey St SE. A substantial portion of this project will be required to be completed at night and shall include manhole surface preparation, structure rehabilitation and protective coating. Work will also include repairing of the manhole wall and shelf, chemical grouting, replacing rings and covers, asphalt and concrete paving, temporary traffic control, potential bypass pumping and other work in accordance with these Plans, Special Provisions and the Standard Specifications.

Each bid must be accompanied by a certified check for five percent of the amount of the proposal made payable to the City Treasurer, or an approved bid bond for five percent of the amount of the proposal executed on the approved form attached to these specifications. If bid bond is used, the five percent may be shown in dollars and cents or the form may be filled in by inserting therein, in lieu thereof, "five percent of the amount of the accompanying proposal". Check of unsuccessful bidders will be returned immediately upon award of contract.

The City Council reserves the right to reject any and all bids and to waive all informalities.

Plans, Specifications, and Addenda for this project are available through the "City of Lacey" on-line plan room. Free of charge access is provided by going to http://bxwa.com and clicking on: "Posted Projects", "Public Works", "City of Lacey", and "Projects Bidding". Bidders are asked to "Register" in order to receive automatic email notification of future addenda and to be placed on the "Bidders List". Any questions regarding this contract can be directed to:

Jason Kashani
Jason.Kashani@cityoflacey.org

The range for this project is $425,000 to $525,000.

Publish: **10/30/2024**
11/06/2024

City Clerk
City of Lacey, Washington

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 **2023/2024 Manhole Rehabilitation** 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.

Bids will be publicly opened via a live video stream. Links to the YouTube live video stream can be found at https://cityoflacey.org/rfp-rfq-rfi/ or under the specific project section and on the specific project page on the Builders Exchange website.

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:

- ☐ Proposal: The unit prices bid must be shown in the space provided.
- ☐ Proposal Signature Sheet: To be filled in and signed by the bidder. All addenda must be acknowledged.
- ☐ 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.
- ☐ Non-Collusion and Debarment Affidavit

The following form must be submitted within 24 hours (excluding weekends and holidays) following the bid submittal deadline via email to ProjectAdmin@cityoflacey.org

- ☐ Certification of Compliance with Wage Payment Statutes

The following must be submitted within 48 hours (excluding weekends and holidays) following the bid submittal deadline via email to ProjectAdmin@cityoflacey.org

- ☐ Supplemental Criteria per Specification section 1-02.14

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

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

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

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

B
BID DOCUMENTS

CITY OF LACEY

2023/2024 Manhole Rehabilitation

Lacey Contract Number: PW 2023-23

Federal Aid Project Number:

WSDOT Contract Number:

TIB Contract Number:

Contract Proposal

DATE: _____

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

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
a1	50000	MC	104-010	Minor Change	$1.00	$50,000.00
a2	1	LS	107-010	SPCC Plan	LUMP SUM	
a3	1	LS	109-010	Mobilization	LUMP SUM	
a4	1	LS	110-010	Project Temporary Traffic Control	LUMP SUM	
a5	160	HR	110-040	Flaggers		
a6	100	HR	110-070	Portable Changeable Message Sign		
a7	1	LS	202-510	Removal of Structures and Obstructions	LUMP SUM	
a8	1	LS	202-520	Special Removal of Structures and Obstructions	LUMP SUM	
a9	1	LS	205-510	Trench Safety System	LUMP SUM	
a10	5	CY	209-080	Controlled Density Fill		
a11	10	TN	404-020	Crushed Surfacing Top Course		
a12	15	TN	504-011	HMA Cl. 1/2" PG 58H-22		
a13	1	LS	504-610	Preparation of Existing Surfaces	LUMP SUM	
a14	5	CY	505-010	Cement Conc. Pavement		
a15	17	EA	705-605	Manhole Treatment		
a16	25	GAL	705-612	Injected Chemical Grout		
a17	25	SF	705-616	Structure Rehabilitation		
a18	17	EA	705-920	Raise Manhole to Grade		
a19	10	TN	708-610	Bank Run Gravel for Trench Backfill		
a20	10	TN	708-620	Imported Pipe Bedding		
a21	4	HR	708-810	Utility Potholing		

a22	2	EA	712-915	Raise Valve Box to Grade		
a23	10	LF	717-708	8 Inch Diameter Force Main Sewer Pipe		
a24	1	EA	717-851	Side Sewer Connections - Gravity		
a25	1	EA	717-955	Inside Drop		
a26	1	EA	717-960	Connect to Existing Sanitary Sewer Force Main		
a27	1	FA	723-515	Bypass Pumping	$25,000.00	$25,000.00
a28	1	LS	801-680	Erosion/Water Pollution Control	LUMP SUM	
a29	1	LS	850-792	Project Closeout	$5,000.00	$5,000.00

Schedule a Subtotal:

Tax Rate (%) : 9.70 Tax:

Schedule a 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 Acknowledged

_____,_____,_____

_____ _____

Signature of Bidder Date

(If an Individual, Partnership, or Non-Incorporated organization)

_____ _____

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 the Laws of the State of _____

Officers Address

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 under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington, and _____, as Surety, organized and existing under the laws of the State of _____ , are held and firmly bound unto the City of Lacey, a Washington municipality, as Obligee, in the penal sum of 5% of the total amount bid, not to exceed $_____ , for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

WHEREAS, the Principal has submitted a bid for **2023/2024 Manhole Rehabilitation.**

NOW THEREFORE, the condition of the obligation is such that if the Obligee shall accept the bid of Principal and make timely award to the Principal according to the terms of the bid documents; and the Principal shall, within ten days after notice of the award, exclusive of the day of notice, enter into the contract with the Obligee and furnish the contractor's bonds (performance and payment bonds) with Surety satisfactory to the Obligee in an amount equal to 100% of the amount of the bid proposed including additives, alternatives and Washington State sales tax, then this obligation shall be null and void; otherwise if the Principal fails to enter into the contract and fails to furnish the contractor's bonds within ten days of notice of award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the Obligee, payable by the Surety; but in no event will the Surety's liability exceed the face amount of this bid bond.

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	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

_____

_____

NON-COLLUSION AND DEBARMENT AFFIDAVIT

State of)

)ss

County of)

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, copartnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal of the City of Lacey for consideration in the award of a contract on the improvement described as follows.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of State or federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or State agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or State agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

I further acknowledge that by signing my signature, I am deemed to have signed and have agreed to the provisions of this affidavit.

_____

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 correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** 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.*

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.

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 Name

_____
Employment Security Department (ESD) Number

_____
WA State Unified Business Identifier (UBI #)

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____	_____	_____
Date	City	State

.

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 Number (UBI No.)

_____

City of Lacey Business License 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

The City of Lacey, Washington, in Thurston County, has awarded to _____ (Contractor), as Principal, a contract for the construction of the project designated as **2023/24 Manhole Rehabilitation**, Project No. **PW# 2023-23** in Lacey, Washington, and said Principal is required under the terms of the Contract to furnish a performance/payment bond in accordance with chapter 39.08 Revised Code of Washington (RCW).

The Principal, and _____(Surety), a corporation, organized under the laws of _____ 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 $_____ 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 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	Surety Signature Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Name, address, and telephone of local office/agent of Surety Company is:

_____

_____

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

A. I hereby elect to have the retained percentage of this contract held in a fund by the City of Lacey until forty-five (45) days following final acceptance of the work.

_____
Contractor (please print)

_____ _____
Date Signature

B. I hereby elect to have the City of Lacey invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW Ch. 60.28.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said percentage in escrow and investing it as authorized by statue.

The City of Lacey shall not be liable in any way for any costs or fees in connection therewith.

_____
Contractor (please print)

_____ _____
Date Signature

C. I hereby elect to hold a retainage bond.

_____
Contractor (please print)

_____
_____
Date
Signature

D
SPECIAL PROVISIONS

TABLE OF CONTENTS

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 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 GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013)
(May 1, 2013 2013 Lacey GSP)

Project specific special provisions are labeled without a date as such:
(*****)

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 Manual M21-01, 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 the rehabilitation of seventeen (17) manholes located at or near Desmond Dr SE and Martin Way E and the roundabout at Pacific Ave SE, Lacey Blvd SE and Lacey St SE. A substantial portion of this project will be required to be completed at night and shall include manhole surface preparation, structure rehabilitation and protective coating. Work will also include repairing of the manhole wall and shelf, chemical grouting, replacing rings and covers, asphalt and concrete paving, temporary traffic control, potential bypass pumping and other work in accordance with these Plans, Special Provisions and the Standard Specifications.

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
(April 1, 2024 Lacey 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, conformed plans and specifications will be issued to the Contractor at no cost in digital format and as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished only upon request
Contract Provisions	1	Furnished only upon request
Large plans (22" x 34")	1	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(1) General
(December 30, 2022 APWA GSP Option B)

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring…", is revised to read:

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
(April 1, 2024 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 four paragraphs, and replace them with the following:

The Bidder shall submit a completed list as provided in the bid documents naming subcontractors who will perform the work of structural steel installation, rebar installation, heating, ventilation, air conditioning, and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28 in accordance with RCW 39.30.

The Bidder shall submit the completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency either with the Bid Proposal or as a Supplement to the Bid no later than 24 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. Failure to return this certification will make this Bid Nonresponsive and ineligible for Award.

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

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

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

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

1-02.6 Preparation of Proposal
(November 20, 2023 WSDOT 1-02.6OPT15.GR1)

The fourth and fifth 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

(April 1, 2024 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. The proposal shall be submitted to the City of Lacey at 420 College Street SE, Lacey WA 98503 at the date and time shown in the advertisement.

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@cityoflacey.org

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

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.

1-02.12 Public Opening of Proposals
(November 20, 2020 Lacey GSP)

Delete and replace this section with the following:

Proposals will be opened and publicly read by live video stream per the "Instructions to Bidders" in Section A of these Specifications at the time as indicated in the call for Bids.

1-02.13 Irregular Proposals
(******)

Delete this section and replace it with the following:

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

    a. The Bidder is not prequalified when so required;

    b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;

    c. A price per unit cannot be determined from the Bid Proposal;

    d. The Proposal form is not properly executed;

e. The Bidder fails to submit or properly complete a subcontractor list, if applicable, as required in Section 1-02.6;

f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;

g. The Bidder fails to submit Written Confirmations from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;

i. The Bidder fails to submit a DBE Bid Item Breakdown, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:

a. The Proposal does not include a unit price for every Bid item;

b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;

c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;

d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;

e. Receipt of Addenda is not acknowledged;

f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or

g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(******)

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; or does not meet Supplemental Criteria in this Section:

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). Evidence that the Bidder meets Supplemental Criteria shall be provided by the Bidder as stated later in this Section.

Relevant Experience & Reference Checks

A. Criterion: The Bidder shall have successfully completed (1) public work project within the last (5) years, and the Bidder or Subcontractor shall be certified by the product manufacturer in installing chemical grouts and protective coatings while having successfully completed (2) projects of a similar size and scope within the last (5) five years. In evaluating whether the projects were "successfully completed," the Owner may check owner references for the previous projects and may evaluate the owner's assessment of the Bidder performance. In conducting reference checks, the Owner may include itself as a reference if the bidder has performed work for the Owner, even if the bidder did not identify the Owner as a reference. The assessment may include but is not limited to the following areas:

   a. Administration / Management / Supervision

      i. Supervision and decision making
      ii. Coordination and communication with subcontractors and suppliers
      iii. Submission of documents, reports, material submittals
      iv. Timeliness of progress schedules
      v. Public safety and traffic control
      vi. Compliance with laws, ordinances and regulations
      vii. Maintenance of employee safety standards
      viii. Coordination and cooperation with department personnel on project matters
      ix. Relations with the general public, other agencies and/or adjacent contractors

   b. Quality of Work

      i. Adherence to plans and specifications
      ii. Standards of Workmanship
      iii. Completion of final (punch list) work

   c. Progress of Work

      i. Completion of project within allotted time
      ii. Scheduling and execution of schedule
      iii. Delivery of materials and supplies
      iv. Operation and use of equipment
      v. Use of personnel

   d. Equipment

      i. Condition
      ii. Maintenance
      iii. Proper/Suitable equipment used

B. Documentation: The Bidder shall submit a list of projects to the Owner. Public work is as defined in RCW 39.04.010. For the purposes of meeting this criterion, the Owner has determined that "similar size and scope to this project" means projects that have the following characteristics: rehabilitation of sewer manholes including installing chemical grouts and protective coatings. The information about each project shall include the following:

   - Contractor's name (identify as bidder or subcontractor)
   - Owner's name and contact information for the owner's representative;
   - Contract amount;

- Date of Completion;
- A brief description of the scope of the project and how the project is similar to this project

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 2:30 P.M. of the second business day following the bid submittal deadline, documentation verifying that the Bidder meets all of the supplemental criteria together with supporting documentation including but not limited to that detailed above (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all supplemental responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above 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.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

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

1-03.3 Execution of Contract

(January 4, 2024 APWA GSP Option B)

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, 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

(December 30, 2022 APWA GSP)

Revise this section to read:

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

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 19, 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 Variation in Estimated Quantities
(******)

Supplement this Section with the following:

The quantities for "Crushed Surfacing Top Course", "Cement Con. Pavement", "Utility Potholing", "Controlled Density Fill", "Imported Pipe Bedding", "Bank Run Gravel for Trench Backfill", "Injected Chemical Grout", "Structure Rehabilitation", and "___ Inch Diameter Force Main Sewer Pipe", have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

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 Conformity with and Deviations from Plans and Stakes

Supplement this section with the following:

Roadway and Utility Surveys
(July 23, 2015 APWA GSP, Option 1)

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

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

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

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.

1-05.14 Cooperation with Other Contractors
(August 3, 2015 Lacey GSP)

Supplement this section with the following:

The Contractor shall coordinate residential refuse and recycling pick-up with Pacific Disposal (360) 923-0111. Construction activities shall be planned so that there is no interruption of services.

1-05.15 Method of Serving Notices
(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the 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 written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the 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
(April 1, 2024 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. This work is considered incidental to the contract and no additional compensation is allowed.

1-06 CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior to Use
(******)

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 working days following the Notice to Proceed.

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 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.

1-07.1 Laws to be Observed
(April 3, 2006 WSDOT GSP)

Supplement this section with the following:

Confined spaces are known to exist at the following locations:

All Manholes

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809).

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractors Confined Space program shall be sent to the contracting agency at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the bid prices for the various items associated with the confined space work.

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).

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan
(February 14, 2023 Lacey GSP)

The Contractor shall prepare a project-specific spill prevention, control, and countermeasures plan (SPCC Plan), and shall implement the plan for the duration of the project. No on-site construction activities may commence until the Contracting Agency accepts a SPCC Plan for the project. An SPCC Plan template and guidance information is available at https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality.

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11. Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

Implementation Requirements

The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

SPCC Plan Element Requirements

The SPCC Plan shall set forth the following information in the following order:

1. Responsible Personnel – Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding to spills.

2. Spill Reporting – List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill as referenced in the abovementioned template.

3. Spill Prevention – Describe the following items:

    a. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.
    b. Security measures for potential spill sources to prevent accidental spills and vandalism.
    c. Site inspection procedures and frequency.

4. Spill Response – Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate

the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material:

a. A spill of each type of hazardous material present.
b. Stormwater that has come into contact with hazardous materials.
c. A release or spill of any unknown preexisting contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.

Payment

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, 2024 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

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

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the

insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

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

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.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(January 5, 2015 WSDOT 1-07.23(1).OPT5.FR1)

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

Lane closures are subject to the following restrictions:

One lane of traffic must remain open at all times unless otherwise approve in writing.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday,

2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.

3. After noon on the day prior to a holiday or holiday weekend, and

4. Before noon on the day after the holiday or holiday weekend.

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

(******)

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.

The owner understands that, for the safety of the public, the Contractor and the Engineer, a portion of the project may benefit from the work to be completed at night when traffic volumes and wastewater flows are at a minimum. Therefore, all work within or adjacent to Desmond Dr, Martin Way E and Lacey Blvd SE shall be executed at night between the hours of 9:00 p.m. and 5 a.m, unless otherwise approved by the Engineer. The Contractor will submit Hours of Work at Preconstruction Conference along with a proposed tentative schedule. Hours of Work shall be established at the Preconstruction Conference. Alternative work times and days may be allowed.

1-08.1(7)A Payment Reporting
(January 4, 2024 APWA GSP)

Revise this section to read: "Vacant".

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.

1-08.3(2)B Type B Progress Schedule
(January 4, 2024 APWA GSP)

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(2), except that it may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit five (5) copies of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

1-08.3(2)D Preliminary Progress Schedule
(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

1. The preliminary progress schedule shall be submitted no later than the preconstruction conference for all Type B and Type C progress schedules.

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.

1-08.4(1) Order of Work
(******)

Add the following new section:

Prior to construction, the Contracting Agency has made efforts to identify the existing conditions inside each manhole to the maximum extent practicable and have been so noted on the plans and in Appendix D. Manholes outfitted with existing PVC liner/panels will require removal before the existing surface conditions can be properly identified. The extent of work required in each manhole will be based on the existing condition of the manhole structure after removal of the PVC liners.

Per section **2-02.3(4) Special Removal of Structures and Obstructions**, the Contractor shall be required to remove any existing PVC liners in manholes associated with this project to identify, in conjunction with the NACE certified coatings inspector, the work required to properly rehabilitate the manhole. See section 7-05.3(5) Manhole Rehabilitation of these Special Provisions and the Structure Rehabilitation/ Manhole Treatment detail on the Plans for more information.

All manhole surfaces, joints and pipe penetrations shall be determined to be structurally sound and watertight prior to application of protective coating.

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

This project shall be physically completed within **40** 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

1-08.6 Suspension of Work

(February 15, 2023 Lacey GSP)

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials anticipated to be critical materials as activities in the Progress Schedule. If approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time will be suspended upon physical completion of all critical work except that work dependent upon the critical materials. Items anticipated to be critical materials include but are not limited to:

- Chemical Grout
- Calcium Aluminate

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 90 calendar days, whichever occurs first.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

LD=0.15C/T

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)
C = original Contract amount
T = original time for Physical Completion

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

1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment
(January 4, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027A, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide an AM and/or PM tare weight for each truck on the printed ticket.

1-09.2(5) Measurement
(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments
(December 30, 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:

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

2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

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

4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

2. The amount of progress payments previously made; and

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

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

Failure to perform 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

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all 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 all 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 all such claims or causes of action. It is further mutually agreed by the parties that when 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 all 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(3)A Arbitration General
(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-09.13(4) Venue for Litigation
(December 30, 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 all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General
(January 3, 2017 Lacey GSP)

Supplement this section with the following:

Delays to traffic shall be held to a minimum. There shall be no restrictions or interruptions to traffic on Saturdays, Sundays or Holidays. In addition, there shall be no restrictions or interruptions to traffic after 12:00 noon on the day prior to a holiday or holiday weekend.

There shall be no delay to medical, fire, police, or other emergency vehicles with flashing lights or sirens. The Contractor shall alert all flaggers and personnel of this requirement.

The Contractor shall be responsible for removing the permanent traffic signs, as deemed necessary by the Engineer, and shall install and maintain any temporary signs necessary for the safety of the public.

The Contractor shall maintain pedestrian access at all times, without having pedestrians enter the travel lane.

All lane restrictions shall be held to a minimum time and length. Lane closures shall comply with the traffic control plans and these specifications. If the Contractor wishes to deviate from the plans, the Contractor shall submit a traffic control plan to the Engineer, at no additional cost, that complies with the MUTCD, and the Traffic Control Plans, for approval by the Engineer within (5) five working days before the proposed lane closure. If the Engineer determines that lane restrictions are causing congestion, the Contractor will be required to open any lanes, as determined by the Engineer, until the congestion is eliminated.

During non-working hours, Saturdays, Sundays, and Holidays, the Contractor shall keep all lanes open to traffic throughout the limits of the project with the lane and sidewalk area completely clear of all material, tools, personnel, and equipment as directed by the Engineer.

1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control
(August 2, 2004 WSDOT GSP)

Section 1-10.4(3) is supplemented with the following:

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

"Flaggers", per hour.
"Portable Changeable Message Sign", per hour.

1-10.5(2) Item Bids With Lump Sum For Incidentals
(November 23, 2015 Lacey GSP)

Section 1-10.5(2) is supplemented with the following:

The City shall pay flagging hours only for paving operations. The paving traffic control plan shall be approved by the Engineer. Flagging hours as part of utility main construction shall be considered incidental and be accounted for in the lump sum price of "Project Temporary Traffic Control."

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description
(**** Lacey)**

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:

Manhole rings and covers, concrete collars and adjustment sections as required. Asphalt and concrete pavement required to be removed to raise manholes to grade and install pipes as shown on the Plans and pipe, bends and fittings from removed inside drops and associated refuse from other Contract Work.

See 2-02.3(4) Special removal of Structures and Obstructions for removal of existing manhole PVC liners as shown on the Plans.

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

(******)

Supplement this section with the following:

In removing pavement and/or concrete, 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 or concrete 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.

Existing asphalt pavement shall be expected to have up to a 12 inch thickness. No additional compensation for saw cutting shall be considered unless the depth of the total pavement is greater than 12 inches. If a remnant of a concrete panel remains, the panel shall be removed as directed by the Engineer utilizing Unsuitable Foundation Excavation Incl. Haul.

2-02.3(4) Special Removal of Structures and Obstructions
(January 3, 2011 Lacey GSP)

This work shall include the removal and disposal of the existing PVC liners in Manhole #'s 1-3, see Appendix C for similar product information. Existing liners will be located in Manhole #'s 1-3 as shown on the plans. All material shall be hauled to an approved recycling center or disposal site.

2-02.5 Payment
(April 1, 2024 Lacey GSP)

Delete this section and replace with the following:

"Sawcutting", per linear foot
The unit contract price per linear foot for "Sawcutting", shall be full compensation for all labor, equipment and materials necessary to cut through the full pavement and/or concrete section(s)."
If no bid item for "Sawcutting" is included, any work described in this section shall be incidental to the project.

"Removal of Structures and Obstructions", lump sum.
"Special 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.

2-05 TRENCH SAFETY SYSTEM
(October 16, 2009 Lacey GSP)

Add the following new section:

2-05.1 Description

This work consists of furnishing, utilizing, moving, and maintaining a trench safety system.

2-05.3 Construction Requirements

The Contractor shall comply with all applicable state laws, OSHA, WISHA requirements, and Department of Labor and Industries regulations governing trench excavation and pipe laying.

If extra excavation is used in lieu of, or in addition to shoring, cribbing, trench shields, or trench boxes, and select backfill material is required in the trench zone, then select backfill shall be used in the extra excavation zone.

2-05.4 Measurement

Trench safety system shall be paid for per lump sum regardless of the type, size and quantity used.

2-05.5 Payment

The lump sum contract price for "Trench Safety System" shall be full compensation for all labor, tools, equipment, and materials necessary to comply with the requirements stated above.

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 meter shall be returned promptly at the end of the project.

The Contractor is responsible for complying with backflow prevention requirements, which may include but are not limited to providing a certified air gap or reduced pressure backflow assembly (RPBA).

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.

2-07.5 Payment
(February 14, 2023 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 for a deposit and can be obtained at the City of Lacey Maintenance Service Center. Any costs to repair meters damaged by the Contractor shall be recovered from monies due the Contractor.

All costs to use or apply water as directed by the Engineer, including but not limited to supplying tank trucks, reduced pressure backflow assemblies (RPBA), and certification of approved backflow prevention methods, shall be considered incidental to the project and no other payment will be allowed.

5-04 HOT MIX ASPHALT

5-04.1 Description

(January 31, 2023 APWA GSP)

Delete this entire section and replace it with the following:

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

(October 30, 2018 Lacey GSP)

Delete this entire section and replace it with the following:

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand (As noted in 5-04.3(5)C for crack sealing)	9-03.1(2)
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

Reclaimed/recycled asphalt pavement and/or shingles (RAP and/or RAS) will not be allowed on this project.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

Production of aggregates shall comply with the requirements of Section 3-01.
Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL
(January 31, 2023 APWA GSP)

Delete this entire section and replace it with the following:

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A
Delete this entire section

5-04.2(2) Mix Design – Obtaining Project Approval
(January 31, 2023 APWA GSP)

Delete this entire section and replace it with the following:

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.

- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.

- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering

Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for 1 million equivalent single axle loads (ESALs).
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Mix Design. Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (for commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

5-04.2(2)A Changes to the Job Mix Formula

Delete this section

5-04.2(2)B Using Warm Mix Asphalt Processes

(January 31, 2023 APWA GSP)

Delete this entire section and replace it with the following:

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3(3)A Mixing Plant

(January 31, 2023 APWA GSP)

Delete this entire section and replace it with the following:

Plants used for the preparation of HMA shall conform to the following requirements:

1. Equipment for Preparation of Asphalt Binder – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. Thermometric Equipment – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. Heating of Asphalt Binder – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. Sampling and Testing of Mineral Materials – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. Sampling HMA – The HMA plant shall provide for sampling HMA by one of the following methods:

    (a) A mechanical sampling device attached to the HMA plant.

    (b) Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment
(January 31, 2023 APWA GSP)

Delete this entire section and replace it with the following:

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The Contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling

equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

(January 31, 2023 APWA GSP)

Delete this entire section and replace it with the following:

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

(April 2, 2018 Lacey GSP, Option 1)

Delete this section and replace it with the following:

A Material Transfer Device/Vehicle (MTD/V) is not required for this project.

5-04.3(3)E Rollers
(January 31, 2023 APWA GSP)

Delete this entire section and replace it with the following:

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Surfaces
(December 19, 2019 Lacey)

Delete this section and replace it with the following:

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of

application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer

All vegetation including root structures and moss shall be removed in their entirety within the paved areas including adjoining curbs, gutters, and sidewalks. Further, all vegetation overgrowth shall be trimmed and removed 6 inches from back of proposed HMA edge limits as directed by the Engineer.

Driveway preparation shall include saw cutting, cutting, filling, and grading the transitional area required to provide a HMA approach between the edge of pavement and driveway regardless of the existing surface treatment or width. The Engineer shall mark in the field where the asphalt or concrete shall be sawcut. Typical driveway aprons for paved/concrete driveways are 18" unless shown longer on the plans. Typical driveway aprons for gravel driveways are 48" unless shown longer in the plans. All material that must be removed from the driveway shall be hauled and disposed off the project site. All imported material required to grade and compact driveway bases shall be paid for by the unit bid item "Crushed Surfacing Top Course." All driveways shall require preparation. Temporary access shall be provided for all driveways prior to paving. There shall be no additional compensation for those driveways requiring more preparation than others.

Shoulder preparation shall include cutting, filling, and grading the shoulder to ensure a uniform, longitudinal pavement edge. Maximum distance shall be 12 inches from proposed edge of pavement surface to a maximum depth of 6 inches from edge of roadway finish grade. Backfill requirements beyond these limits shall be repaired at the Contractor's expense. All grading within drainage ditches or swales to establish or maintain existing flowlines shall also be included in shoulder preparation.

All excess asphalt joint filler shall be completely removed and all premolded and rubberized joint filler shall be removed to a minimum 1/2 inch below the surface of the existing pavement.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA
(January 31, 2023 APWA GSP)

Delete this section and replace it with the following:

For HMA accepted by nonstatistical evaluation, the aggregate properties of sand equivalent, uncompacted void content, and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance
(January 31, 2023 APWA GSP)

Delete this entire section and replace it with the following:

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. Job Mix Formula Tolerances – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

   For Aggregates in the mixture:

   (a) First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

   (b) Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

   (a) Aggregates –2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

   (b) Asphalt Binder Content – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

(January 31, 2023 APWA GSP)

Delete this section and replace it with the following:

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(10) HMA Compaction Acceptance

(January 31, 2023 APWA GSP)

Delete this entire section and replace it with the following:

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or Roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item “Roadway Core”, the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item “Roadway Core”, the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results
For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements
(January 31, 2023 APWA GSP)

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction - Cyclic Density
(January 31, 2023 APWA GSP)

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Compaction-Visual Evaluation

Delete this section and replace it with the following:

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

(January 31, 2023 APWA GSP)

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

(January 31, 2023 APWA GSP)

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each sublot, with one test per sublot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

(January 31, 2023 APWA GSP)

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The

Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General
(January 31, 2023 APWA GSP)

Delete this section and replace it with the following:

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor
(January 31, 2023 APWA GSP)

Delete this section and replace it with the following:

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)
(January 31, 2023 APWA GSP)

Delete this section and replace it with the following:

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot
(January 31, 2023 APWA GSP)

Delete this section and replace it with the following:

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random

samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot
(January 31, 2023 APWA GSP)

Delete this section and replace it with the following:

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress
(January 31, 2023 APWA GSP)

Delete this section and replace it with the following:

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or

2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or

3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)
(January 31, 2023 APWA GSP)

Delete this section and replace it with the following:

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints
(January 31, 2023 APWA GSP)
Delete this section and replace it with the following:

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints
(April 1, 2024 Lacey GSP)

Supplement this section with the following:

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

Cold joints shall be allowed only at locations approved by the Engineer.

When HMA is placed adjacent to cement concrete pavement comply with Section 5-03 for sawing and sealing the joint. Measurement and payment for all work related to sawing and sealing this longitudinal joint shall be as provided in Section 5-03

Upon Completion of paving operations, all joints shall be sealed with PG 58H-22 asphalt binder.

5-04.3(13) Surface Smoothness
(April 1, 2024 Lacey GSP)

Delete this section and replace it with the following:

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or

2. Removal and replacement of the wearing course of HMA, or

4. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

5-04.3(21) Paving Operations Supervisor
(April 2, 2018 Lacey GSP)

Add the following new section:

The Contractor shall identify a Paving Operations Supervisor (POS) at the Preconstruction Conference. The POS shall be employed by the Paving Contractor, shall have direct and immediate control of the paving operations on the Project at all times, and shall perform no other duties on the project. No part of the paving operations shall commence or continue without the physical presence of the POS on-site. The POS shall act as the main point of contact in the field to the Engineer and shall execute all requests by the Engineer promptly and immediately.

Specific duties include, but are not limited to the following:

Ensures all paving operations meet the requirements of Section 5-04.
Ensures all iron is marked and properly lowered prior to pavement planing operations.
Ensures paving schedule is communicated to the Engineer 72 hours in advance of paving operations commencing. The Engineer shall be responsible for delivering paving notices to affected business owners and residents. Any changes to the paving schedule must also be communicated to the Engineer 72 hours in advance of the change.
Ensures existing surfaces to be paved are prepared in accordance with Sec. 5-04.3(4) a minimum of two (2) hours prior to paving. Specific attention shall be given to surface cleanliness, match lines to adjoining pavement are vertical and smooth, and matching to existing driveways and rolled gutters are prepared. In the event that preparation of existing surfaces are behind schedule, paving operations may be halted and rescheduled at the Engineer's request if, in his judgment, the delay of paving shall result in a less than satisfactory end product or inconvenience to the public. All costs resulting from paving rescheduling shall be borne by the Contractor.
Ensures all tack coating is completed in accordance with Sec. 5-04.3(4).

5-04.3(22) Temporary Patching
(April 2, 2018 Lacey GSP)

Add the following new section:

All excavations within or across streets, driveways, or failure of existing pavement that will be exposed to traffic shall be temporarily patched by the end of the working day or as directed by the Engineer. The patch shall be constructed of a minimum of 0.17 feet of either Commercial HMA or as directed by the Engineer. The Contractor shall maintain all temporary patches until such time as the permanent pavement is in place.

5-04.3(24) Roadway Shoulder Final Grading
(April 2, 2018 Lacey GSP)

Add the following new section:

The Contractor shall backfill and grade a 5 foot wide or a 5:1 transition (whichever is less) flush from the new edge of pavement down to the existing shoulder grade with Crushed Rock or Topsoil Type A to match existing shoulder material and condition. The Crushed Rock shall match gradation, shape, and color to of the existing rock shoulder. Upon placing and grading either material, the Contractor shall roll and compact the transition as directed by the Engineer. The Contractor shall then hydroseed all shoulder transitions backfilled with topsoil.

5-04.3(25) HMA Wedge Curb
(April 2, 2018 Lacey GSP)

Add the following new section:

The Contractor shall construct a HMA wedge curb where shown on the plans and shall be integral to the mainline paving operation respective to being placed and compacted. HMA used for wedge curb shall be compensated with the HMA bid item per ton and no other compensation shall be allowed.

5-04.3(26) Utility Access
(April 1, 2024 Lacey GSP)

Add the following new section:

When lowering and raising valves the valve riser pipes must remain free of debris. Cap the valve riser pipe to prevent debris from entering the riser and to provide access to the operating nut.

The contractor is responsible for tracking exact locations of all valves and manholes to be lowered or raised. Before asphalt is placed over a valve, metal must be placed directly above the valve location for the purpose of locating the valve with a metal detector. Once asphalt has been placed over a valve or manhole, the location of that valve or manhole must be marked on the asphalt within 3 working days. The location marks must be maintained until the valves are raised. All valves and manholes must be raised within 20 working days after each time they are paved over. The cost of raising new valves and manholes is incidental to the cost for that bid item. The cost for raising existing valves and manholes will only be paid once for each location, no additional compensation will be allowed if the contractor has to raise the same valve/manhole twice. See sections 7-05 and 7-12 for additional information on raising valves and manholes.

5-04.4 Measurement
(February 14, 2023 Lacey GSP)

Supplement this section with the following:

"Fiber Reinforced HMA Cl.__PG __" will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

5-04.5 Payment
(April 1, 2024 Lacey GSP)

Supplement this section with the following:

"Fiber Reinforced HMA Cl.__PG __" shall be full compensation for all costs, including fiber and anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

The unit Contract price per ton for all HMA bid items shall also include Paving Operations Supervisor (POS) and the removal of excess tack coat of asphalt from existing surfaces, including, but not limited to existing pavement markings. Pavement markings shall be restored to a pre-construction condition or better. No additional compensation shall be given to the Contractor for installing new pavement markings if existing pavement markings cannot be restored to a pre-construction condition or better as directed by the Engineer.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.1 Description
(******)

Section 7-05.1 is replaced with the following:
This Work consists of constructing and rehabilitating manholes, inlets, drywells, and catch basins and connecting to existing Structures of the types and sizes designated in accordance with the Plans, these Specifications, and the Standard Plans, in conformity with the lines and grades staked.

7-05.2 Materials
(April 1, 2024 Lacey GSP)

Section 7-05.2 is supplemented with the following:

Patching Material for Concrete Structure Repair 9-20.2

Contractor shall provide a chemical sealant solution containing principal chemical sealant constituent, initiator (trigger) and catalyst specifically recommended for the purpose of sealing leaks in manholes. Chemical sealant constituent, initiator (trigger) and catalyst shall be compatible when mixed. Solution shall have ability to tolerate dilution and react in moving water. After final reaction, it shall be a stiff, impermeable, yet flexible gel. The grout proportions shall be such that dilute aqueous solutions, when properly catalyzed will form stiff gels. Materials provided shall gel in a predetermined time period when exposed to normal groundwater pH ranges, and be capable of formula adjustments to compensate for changing conditions. Final reaction shall produce a continuous, irreversible, impermeable stiff Gel and shall not be rigid or brittle.

The grout shall exhibit the following properties:

a. Controllable reaction times and shrinkage through the use of chemicals supplied by the same manufacturer. The minimum set time shall be established so that adequate grout travel is achieved.
b. Resistance to chemicals, to most organic solvents, mild acids and alkali.
c. The grout shall be non-toxic in its cured form.

Sealing material shall not become rigid or brittle when subjected to a dry environment. The material shall be able to withstand freeze/thaw and moving load conditions as verified by third party testing.

Welded Wire Fabric shall be 4x4 W0.9/W0.9 (Grade 60), unless otherwise approved by the engineer, and meet the requirements of Sections 9-07.7 and 9-07.9.

Calcium Aluminate Surface Treatment shall be Raven 755, Kerneos ISO 9000 Hi Grade Calcium Aluminate Sewper Coat® PG as manufactured by Kerneos™ Aluminate Technologies and prepared per their recommendations.

7-05.3 Construction Requirements

(April 1, 2024 Lacey GSP)

Modify this section by deleting the eighth paragraph and replacing it with the following:

Rubber gaskets or flexible plastic gaskets may be used in tongue and groove joints of precast units. Joints between precast manhole units used for sanitary sewers shall be rubber gasketed. All other joints and all openings cut through the walls shall be grouted and watertight. Mortar shall conform to the requirements of Section 9-20.2 or 9-20.4(3)

7-05.3(1)B Raise Manhole to Grade

(April 1, 2024 Lacey GSP)

Add the following new section:

Where shown on the plans or where directed by the Engineer, existing manholes and Type 2 catch basins shall be raised to the grade as staked or as directed by the Engineer. The Contractor shall supply and install new manhole rings, frames, and covers as part of raising the manhole to grade. The finished installation shall conform to the detail shown in plans. No wood adjustment nor bricks of any kind will be allowed.

Refer to Section 5-04.3(26) Utility Access for additional requirements.

Maximum distance allowed from edge of iron ring or frame of appurtenance to outside edge of pavement restoration is 18 inches. Patches larger than this or clean misses (e.g. where the Contractor excavates in the new pavement mat and does not find the iron appurtenance to raise) shall result in a credit from the Contractor to the City of $1000 for each occurrence. Further, the Contractor shall repair the pavement patch as directed by the Engineer.

7-05.3(8) Manhole Treatment

(******)

Section 7-05.3(8) is added with the following:

7-05.3(8)A General Requirements

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809), see Special Provisions (section 1-07.1 Laws to be Observed).

Rehabilitation procedures associated with this project are "Structure Rehabilitation", "Chemical Grout" and "Manhole Treatment" (Protective Coating), of which all may be required to properly address the rehabilitation of each manhole. At a minimum, the protective coating will be applied to all manholes.

The Contracting Agency has made efforts to identify the existing conditions inside each manhole to the maximum extent practicable, known existing conditions have been noted in the Plans and Appendix D. Per section 2-02 Removal of Structures and Obstructions, the Contractor shall remove any existing PVC liners in manholes in the Plans to identify, in conjunction with the NACE certified coatings inspector, the work required to properly rehabilitate the manhole and quantify the extent of work required in each manhole.

7-05.3(8)B Special Inspections

Special Inspections shall be required throughout the various stages of manhole rehabilitation through an independent NACE certified coatings inspector. The Contractor shall be responsible to provide confined space entry for the coating inspector. The Contractor shall also be responsible for scheduling with the NACE coating inspector directly for testing ahead at least 7 working days ahead of day of testing to ensure the NACE coating inspector is available.

The City shall be responsible to pay for the services of an independent NACE certified coatings inspector for the following:

1. Inspect and perform testing of all the substrate conditions and surface preparation, including joints and pipe penetrations, to be structurally sound and watertight to prevent infiltration or ex-filtration prior to the application of protective coatings.

2. Inspect and perform testing of coatings in the manholes. Tests that may be performed but not limited to are: (The coatings inspector may perform additional tests)

    a. SSPC-PA 9 – Nondestructive DFT measurements of coatings on concrete
    b. ASTM D 4787 – High voltage holiday testing of coatings applied on concrete
    c. ASTM D 7234 – Adhesion testing of coatings on concrete

3. Provide a written report to the Owner after testing is completed within 3 business days of completing the inspection. The Contractor is responsible to correct all deficiencies noted in the report.

The Contractor shall repair all areas indicated by the NACE coating inspector including repairing all tested areas.

7-05.3(8)C Surface Preparation

Removal of Structures and Obstructions

Prior to any surface coating or grouting, the Contractor shall remove any existing PVC liners, per section 2-02.3(4) of these Special Provisions, as required to evaluate the condition of the structure. The Contractor shall identify if structural rehabilitation is required. Any drop structures present inside the manhole may require removal in order to properly prepare all manhole surfaces, joints and pipe penetrations to be watertight to prevent infiltration or ex-filtration prior to the application of any protective coatings, see subsequent Substrate Condition and Injected Chemical Grout sections of these Special Provisions, in associations with the details as shown on the Plans.

The Contractor shall coordinate order of work with the Contracting Agency to ensure wastewater service is maintained prior to removing any inside drop structures required for rehabilitation or any surface treatments.

Substrate Condition

The condition of the substrate, including the presence of unsound concrete, bond-inhibiting materials, substrate deterioration, cracking and surface contaminants, need to be evaluated to determine the nature and degree of preparation required. The surface preparation method must provide a clean, sound substrate with a surface profile appropriate for the specific material installation. Final surface preparation shall be in accordance with the coating manufacturer's recommendations.

After removal of any required structures and obstructions within the manhole, each manhole shall be thoroughly pressure washed using a minimum of 5,000 psi to remove any dirt, debris, or loose material so as to be evaluated by the Contractor, in conjunction with the NACE coatings inspector, to determine if Structure Rehabilitation shall be required prior to the application of the new protective lining system.

Refer to Appendix A "Surface Preparation Selection" and Refer to Appendix B "Testing" of the ICRI Technical Guideline No. 310.2R-2013 to evaluate the substrate condition and determine which protective system and repair materials will be required if additional measures are needed to structurally repair the manhole.

Completion of work related to Structure Rehabilitation shall conform to these Special Provisions and the details shown in plans, but will only be required if the Contractor, in conjunction with the independent NACE certified coatings inspector, identifies the structural integrity of the manhole to require structure rehabilitation.

Injected Chemical Grout

The Contractor shall specifically define the type of chemical grout that will be furnished for the project. Depending on the specific application either Acrylic or Acrylate Based Grout or Urethane Based Grout shall be furnished. The type of grout to be used shall be in accordance with the manufacturer's recommendation for the specific application area of the project.

Chemical grout shall be prepared and applied per the manufacturer's recommendations in such a manner as to completely eliminate infiltration into the structure and stabilize the surrounding soil, as directed by the engineer. All work to perform pressure grouting shall be done prior to any work for "Structure Rehabilitation or "Manhole Treatment", unless approved by the Engineer.

7-05.3(8)D Structure Rehabilitation

Completion of work related to Structure Rehabilitation shall conform to these Special Provisions and the details shown in plans, but shall only be required if the Contractor, in conjunction with the independent NACE certified coatings inspector, identifies the structural integrity of the manhole require repair or rehabilitation. Structure Rehabilitation may require welded wire reinforcement prior to application of cementitious material as referred to on the details as shown on the Plans and as outlined below.

Welded Wire Reinforcement

Welded Wire Fabric may be cut into sheets/rolls of convenient size for maneuvering into or out of the structure. Splices shall have one full square of overlap in each direction and be tied at every third intersection. All material must be brought into the structure through the existing manhole cover/opening. Anchors and spacers shall be placed as needed to ensure a uniform 1-inch clear space between the existing structure wall and the Welded Wire Fabric and shall be capable of maintaining the required clear space during application of surface treatments. Welded Wire Fabric shall be placed as shown in the Structure Rehabilitation Detail as shown on the plans.

Calcium Aluminate Substrate Treatment (Underlayment)

Calcium Aluminate Substrate Treatment shall only be applied by installers certified by the product manufacturer. Installation shall be per the manufacturer's recommendation for manhole rehabilitation applications. Existing surfaces shall be cleaned and prepared in accordance with the manufacturer's CSP requirements. Surface preparation methods shall be in accordance with ICRI 310.2 (Formerly 03732). SSPC-SP 13, Surface preparation of concrete will be used in conjunction with ICRI 310.2 to determine surface preparation methods as well as inspection criteria.

All infiltration into the structure shall be eliminated by means of injected chemical grout and existing surfaces shall be thoroughly saturated prior to the application of Calcium Aluminate Surface Treatment, unless approved by the Engineer. Calcium Aluminate Surface Treatment shall be placed as shown in the Structure Rehabilitation Detail as shown on the plans.

7-05.3(8)E Manhole Treatment (Protective Coating)

After all manhole surfaces, joints and pipe penetrations have been determined to be structurally sound and watertight by the NACE certified coatings inspector, "Manhole Treatment" shall require that a protective coating be applied to completely and uniformly cover the manhole floor, interior wall, and underside of lid at the thickness indicated by the manufacturer. Finished surface shall be smooth. The product shall be installed in accordance with the manufacturer's instructions by a factory certified applicator.

The coating material shall be a minimum of 125 mils Raven 405 and primer per manufacturers recommendations by Raven Lining Systems, 250 mils SprayWall by SprayRoq Protective Lining Systems or 1" of SewperCoat PG by Kerneos Inc.

7-05.4 Measurement

(October 30, 2018 Lacey GSP)

Supplement this section with the following:

"Raise Manhole to Grade", will be measured per each.
"Injected Chemical Grout", per gallon.
"Structure Rehabilitation", per square foot
"Manhole Treatment" will be measured per each.

7-05.5 Payment

(******)

Supplement this section with the following:

"Raise Manhole to Grade", per each.
The unit Contract price per each for "Raise Manhole to Grade" shall be full pay for all costs necessary to furnishing and installing the unit complete in place, including restoration of adjacent areas. All costs to furnish and install concrete pads and collars for manholes shall be incidental to the unit contract price for each item and no other pay shall be allowed.

"Injected Chemical Grout", per gallon.
The unit contract per linear foot of "Injected Chemical Grout" shall be full pay for all labor, equipment, and materials to completely eliminate all inflow and infiltration into each manhole structure regardless of manhole depth or diameter. The cost for "Injected Chemical Grout" shall also include confined space entry for the coating inspector as required.

"Structure Rehabilitation", per square foot.
The unit contract per square foot of "Structure Rehabilitation" shall be full pay for all labor, equipment, and materials to completely install welded wire reinforcement, if required, and calcium aluminate surface treatment for each manhole in accordance with section 7-05.3(5) of these Special Provisions and the Structure Rehabilitation detail shown on the Plans. This requirement shall be field verified by the Contractor, in conjunction with the NACE certified coatings inspector The cost for "Structure Rehabilitation" shall also include confined space entry for the coating inspector.

"Manhole Treatment," per each.
The unit contract price per each for "Manhole Treatment" shall be full pay for furnishing all labor, tools, equipment, and materials required to prepare and coat the manhole as required by these specifications and the manufacturer's recommendations. The unit cost per each shall also include confined space entry for the coating inspector.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.1 Description

(December 31, 2014 Lacey GSP)

This section is revised to read:

This work includes installing culverts, storm sewers, sanitary sewers, and water mains. The contractor shall also follow Section 7-02, 7-04, 7-09 or 7-17 as it applies to the specific kind of Work.

7-08.2 Materials

(October 16, 2009 Lacey GSP)

Supplement this section with the following:

Bank Run Gravel for Trench Backfill shall be in accordance with Section 9-03.19.
Controlled Density Fill shall be in accordance with Section 2-09.3(1)E.
Imported Pipe Bedding shall be in accordance with Section 9-03.16.

7-08.3 Construction 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.

7-08.3(1)A Trenches
(December 31, 2014 Lacey GSP)

Section 7-08.3(1)A is supplemented with the following to the fourth paragraph:

All material excavated from trenches shall not be piled on the roadway.

7-08.3(3) Backfilling
(October 30, 2018 Lacey GSP)

Supplement this section with the following:

For backfilling trenches for longitudinal runs of pipe, the Contractor shall use all suitable native material prior to using bank run gravel and/or controlled density fill. All native backfill material shall be approved by the Engineer prior to placement. If the Contractor places imported material prior to approval, no compensation shall be made for the imported material. All backfill material shall be compacted and tested according to Section 2-03.3(14)D.

For transverse runs of pipe including the service lines within the roadway prism, the Contractor shall use controlled density fill unless approved otherwise by the Engineer. All native material shall be excavated, hauled and disposed of offsite. All exceptions shall be approved by the Engineer.

At the end of each workday, the Contractor shall install a lift of temporary asphalt cold mix on top of the trench backfill, flush with the existing pavement. No trench excavation shall be exposed to traffic without

a temporary asphalt cold mix sealing the existing pavement surface. If approved by the Engineer, the Contractor may choose to use HMA for Pavement Repair Cl. ½" PG 64-22 for permanent pavement repair if a bid item for this work has been included in the Proposal. All costs associated with providing and removal of temporary asphalt cold mix shall be incidental to the bid item for the pipe being installed and no other compensation will be allowed.

7-08.3(3)A Controlled Density Fill
(December 31, 2014 Lacey GSP)

Section 7-08.3(3)A is added with the following:

The Contractor shall use controlled density fill (CDF) as shown in the Plans or directed by the Engineer.

Controlled Density Fill shall meet the following requirements:
1750# Sand,
1750# Pea Gravel,
230# Water,
141# Portland Cement,
6 ounces Water Reducing Agent per 100 lbs. cement.

The Controlled Density Fill will require 24 hours of cure time, or as directed by the Engineer. Prior to backfill, all appurtenances shall be covered with 11 mill plastic as directed by the Engineer.

7-08.3(3)B Steel Plating for Pipe Trench
(February 25, 2015 Lacey GSP)

Section 7-08.3(3)B is added with the following:

The Contractor shall install steel plating over the trench per the plans to allow for CDF to fully cure and allow vehicle traffic to pass during non-working hours. The steel plating shall remain complete over the trench until the pavement repair is complete. This process shall be coordinated so that there will be minimum inconvenience to the public. All costs for all labor, materials, and equipment to furnish, place, assemble, install, maintain and remove the steel plates and associated materials shall be included in the unit contract price per foot of pipe installed and no additional compensation shall be allowed.

7-08.3(5) Pipe Abandonment
(February 14, 2023 Lacey GSP)

Add the following new section:

The Contractor shall abandon pipes where shown on the Plans or directed by the Engineer. For abandonment, removal, handling and disposal of asbestos cement piping, refer to Section 7-09.3(19)D of these Special Provisions. All abandonments shall be done after all new utility mains and service connections are installed unless authorized by the Engineer. Abandonments shall include all excavation, pipe cutting and removal, fittings, concrete plugging, and backfilling. Some abandonments require specific fittings as indicated on the Plans. All fittings required to complete the abandonment shall be included in the cost for the abandonment. Potholing per 7-08.3(1) to verify required fittings shall be done as directed by the Engineer. The valve shall not be abandoned in place, the valve shall be removed and a blind flange installed. Pipe abandonments shall be completed in cooperation with the engineer in

order to minimize disruption of utility service to the residents. If water services will be interrupted follow the requirements of 7-09.3(19)B.

All pipes to be abandoned shall have the first 2 linear feet of abandoned pipe filled/plugged with a watertight concrete grout. The inspector shall inspect the abandonment prior to backfilling.

In the case of an abandonment associated with a connection to an existing main, no payment shall be made for the bid item "Pipe Abandonment". The Contractor shall include all costs with these associated abandonments under the "Connect to Existing Water Main", "Connect to Existing Reclaimed Water Main", "Connect to Existing Gravity Sewer Main", or "Connect to Existing Sanitary Sewer Main" pay item. In addition, payment for "Pipe Abandonment" will only be paid for the locations and quantities called out on the plans or as directed by the Engineer.

7-08.3(6) Water Main/Sanitary Sewer Service Crossings

(February 25, 2015 Lacey GSP)

Add the following new section:

Notify the Engineer if the waterline is less than 18 inches above sanitary sewer. The minimum cover as shown on the plans may be reduced as approved by the Engineer to maintain minimum vertical separation.

The Contractor shall install the longest standard length of water pipe so that the joints will fall an equal distance from any sewer crossing. In some cases where minimum separation cannot be maintained, it may be necessary to encase the water main as directed by the Engineer. No concrete shall be installed unless specifically directed by the Engineer.

Costs to cut and place water pipe as specified shall be incidental to the water pipe line and no other pay will be allowed.

7-08.3(7) Connections to Existing Mains

(October 30, 2018 Lacey GSP)

Add the following new section:

The Contractor shall be responsible for determining the scope of work for connection to existing mains.

It shall be the Contractor's responsibility to field verify the location and depth of the existing main and the fittings required in accordance with 7-08.3(1) to make the connections to the existing mains including any pipe abandonment associated with the connections to existing mains. Connect to existing mains shall be completed in cooperation with the engineer in order to minimize disruption of service to the residents. All taps shall be a minimum of 36" away from the bell joint unless otherwise approved by the engineer.

Temporary blow-off assembly required for temporary or permanent release of air, chlorination or flushing purposes shall be provided by the Contractor as a part of the connection to existing main.

In the case of a live tap connection no payment shall be made for the bid item, "Connect to Existing Water Main". The Contractor shall include all costs associated with live taps under "_____ Inch Tapping Valve With Tapping Sleeve" pay items.

Payment for "Connect to Existing _____" will only be paid for the locations and quantities called out on the plans or as directed by the Engineer. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing main or the quantity of connecting pipes or other materials needed.

7-08.3(8) Detectable Marking Tape

(January 4, 2016 Lacey GSP)

Add the following new section:

All pipeline installed under this contract will be identified by a continuous color coded tracer marker. For pressure lines it shall be buried 12 inches to 18 inches below finished grade, and for sewer lines it shall be buried 24 inches to 30 inches below finished grade. The marker shall be imprinted every 30 to 40 inches in permanent black ink indicating the type of line buried below and shall also have the word “Caution” prominently shown.

The tracer marker shall be plastic non-biodegradable and have a metallic core or backing which can be detected by a standard metal detector.

In addition to the detectable marking tape a U.S.E coated 12 gauge tracer wire shall be taped to all mains and service lines. The wire shall be brought up and tied to all valves and meter boxes. The tracer wire shall be looped up into all valve boxes per the plans. A low voltage grease-type splice kits, or better shall be used on all tracer wire connection points. After the wire nut is used to connect the wire together an overhand knot shall be tied just outside the connection to prevent it from coming apart. All service and mainline tracer wires shall be properly connected. A tracer wire magnesium anode shall be installed at all dead ends of the tracer / locate system. On long stretches of pipe anodes may be required at a minimum spacing of 1000’. The anode type shall be Copperhead Anode Part# ANO-14, 1.5# x 1.315”Dx18.5”L or approved equal. When connecting a new main or a new service to an existing main, the new tracer wire shall be connected to the existing tracer wire if available.

Special high strength locate wire may be required for directional drilling where the wire is allowed to be pulled in with the pipe or conduit. High strength wire shall be Neptco Trace-Safe 1800 lb. strength or approved equal and shall be connected with the wire manufacturer’s connections.

Continuity or locate testing of the wire will be done by the City. The contractor shall give 72 hours notice for continuity testing by the City. The testing shall be conducted prior to paving or final restoration of landscape areas. The locating device will be connected to the tracer wire at any or all Gate Valves and Services and tracer wire shall transmit an acceptable signal strength as determined by the City for a minimum of 300 feet. Contractor will locate and repair any failed connections.
The wire shall be furnished and installed by the Contractor.

Color coding of tape and wire shall be as follows:

a) Water – Blue
b) Sewer – Green
c) Reclaimed – Purple
d) Electrical conduits – Red
e) Communication Conduits - Orange

Installation of the pipeline tracer marker and 12 gauge coated copper wire is considered incidental to the construction of the pipe and conduits and no other compensation will be allowed.

7-08.3(9) Concrete Thrust Blocking
(February 25, 2015 Lacey GSP)

Add the following new section:

Install thrust blocking at bends, tees, dead ends, and crosses and as shown in the plans and as directed by the Engineer. Thrust Blocking shall be commercial concrete poured against undisturbed earth. An 11 mil plastic barrier shall be placed between all thrust blocks and fittings. The calculations for thrust blocking are as follows:

Thrust at fittings in pounds at 225 pounds per square inch of water pressure.

Pipe Diameter	90° Bend	45° Bend	22-1/2° Bend	11-1/4° Bend	Dead End or Tee
4”	3,600	2,000	1,000	500	2,600
6”	8,000	4,400	2,300	1,200	5,700
8”	14,300	7,700	4,000	2,000	10,100
10”	22,300	12,100	6,200	3,100	15,800
12”	32,000	17,400	8,900	4,500	22,700
14”	43,600	23,600	12,100	6,100	30,800
16”	57,000	30,800	15,700	7,900	40,300
18”	72,000	39,000	19,900	10,000	51,000

SAFE SOIL BEARING LOADS:

Soil	Pounds per Square Foot
Muck, Peat	0,000
Soft clay	1,000
Sand	2,000
Sand and gravel	3,000
Sand and gravel cemented with clay	4,000

Ecology blocks may be used for thrust blocking if approved by the Engineer.

Installation of thrust blocking is considered incidental to the construction of the pipe and no other compensation will be allowed.

7-08.4 Measurement
(October 30, 2018 Lacey GSP)

Supplement this section with the following:

“Imported Pipe Bedding” will be measured per ton.
“Bank Run Gravel for Trench Backfill” will be measured per ton.
“Utility Potholing”, will be measured per hour.
“Pipe Abandonment” will be measured per each, for each section called out on the Plans.
“Controlled Density Fill” will be measured by the cubic yard for the quantity of material placed.
“Connect to Existing Sanitary Sewer Force Main” will be measured per each location called out in the plans.

7-08.5 Payment
(October 30, 2018 Lacey GSP)

Supplement this section with the following:

"Bank Run Gravel for Trench Backfill" per ton and "Imported Pipe Bedding" per ton.
The unit contract price per ton for "Bank Run Gravel for Trench Backfill" and "Imported Pipe Bedding" shall be full compensation for all labor, material and equipment to furnish, place and compact the backfill. Native material used for backfill shall be considered incidental to the pipe installation and no additional compensation shall be allowed.

Payment shall be based on actual amount of imported bedding or bank run gravel for trench backfill used. The Engineer reserves the right to adjust the bid proposal quantity as required.

There will be no additional compensation made for the removal and wasting of trench excavation that is unsuitable for backfill.

If no bid item for "Bank Run Gravel for Trench Backfill" or "Imported Pipe Bedding" is included, any work described in these sections shall be included in the unit contract price per foot of pipe installed and no additional compensation shall be allowed.

"Utility Potholing", per hour shall be full compensation for all labor, material and equipment necessary to excavate, backfill, and restore the utility location(s) required by the Engineer and determine its vertical and horizontal location. Utility potholing will only be paid for work approved by the Engineer in advance.

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

"Pipe Abandonment", per each.
The unit contract price per each for "Pipe Abandonment" shall be full pay for providing all labor, tools, equipment and materials necessary to abandon the specified piping including the plug material.

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

"Controlled Density Fill", per cubic yard.
If no bid item for "Controlled Density Fill" is included, any work described in this section shall be incidental to the project.

"Connect to Existing Sanitary Sewer Force Main", per each.
The unit contract price for "Connect to Existing Force Main" shall be full pay for providing all labor, tools, equipment, and materials necessary to connect to the existing force main. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing main or the quantity of connecting pipes or other materials needed. If no such item exists all costs shall be incidental to the project and no additional compensation shall be allowed.

7-17 SANITARY SEWERS

7-17.1 Description
(October 29, 2010 Lacey GSP)

Supplement this section with the following:

Various transition couplings, flanged coupling adapters, transition couplings with follower flanges and gaskets, and other miscellaneous couplings and fittings may be required for performance under this project.

It shall be the Contractor's responsibility to determine what specific couplings, adapters, and fittings that will be used to make connections shown on the plans. The Engineer has shown specific existing material types, and nominal sizes using the best information available. The Engineer has not determined the specific dimensions of existing materials.

7-17.2 Materials

(November 20, 2020 Lacey GSP)

Delete this section and replace with the following:

Gravity Sewer Pipe - Pipe used for gravity sewer shall meet the requirements of WSDOT Section 9-05.12(1) Solid Wall PVC Sanitary Sewer Pipe. All pipe shall be white or green in color.

PVC Pressure Pipe – All pipe less than 4 inches in diameter shall be Schedule 80 PVC, ASTM D1784. All pipe 4 through 12 inches in diameter, shall be PVC C900 DR 14, meeting the requirements of WSDOT Section 9-30.1. A combination of solvent weld and PVC threaded schedule 80 fittings may be required to properly plumb the pump discharge piping to and through the valve vault. All pipe shall be grey, green or white in color. No sewer pipe installed in this project shall be blue.

HDPE (High density Polyethylene Pipe) Pressure Pipe- All HDPE pipe shall be Hi density ASTM D 3350, SDR 11 4710 socket welded or butt fusion welded and be sized by inside pipe diameter (see table below). IPS HDPE pipe shall be used; however, in cases where the required inside diameter of the pipe cannot be obtained using IPS HDPE, ductile iron pipe size (DIPS HDPE) pipe may be required. All HDPE pipe used for sewer shall be green or black with a green stripe manufactured on the pipe.

Table: Typical Sizes And Dimensions For Iron Pipe Size (IPS) PE3408
High Density Polyethylene (HDPE) Pipe

PRESSURE RATING		DR 11 (160 PSI)		
NOMINAL SIZE	ACTUAL O.D.	MINIMUM WALL THICKNESS	AVERAGE I.D.	WEIGHT LB/LF
2”	2.375”	0.216”	1.917”	0.639
3”	3.500”	0.318”	2.825”	1.387
4”	4.500”	0.409”	3.633”	2.294
5”	5.375”	0.489”	4.339”	3.272
5”	5.563”	0.506”	4.491”	3.505
6”	6.625”	0.602”	5.348”	4.971
7”	7.125”	0.648”	5.752”	5.750
8”	8.625”	0.784”	6.963”	8.425
10”	10.750”	0.977”	8.678”	13.089
12”	12.750”	1.159”	10.239”	18.412
14”	14.000”	1.273”	11.302”	22.199
16”	16.00”	1.455”	12.916”	28.994
18”	18.00”	1.636”	14.531”	36.696
20”	20.00”	1.818”	16.145”	45.304
22”	22.00”	2.000”	17.760”	54.818

24”	24.00”	2.182”	19.375”	65.237
26”	26.00”	2.364”	20.989”	76.563
28”	28.00”	2.545”	22.604”	88.795
30”	30.00”	2.727”	24.218”	101.934

Note:
Average inside diameter calculated using nominal OD and minimum wall plus 4% for use in estimating fluid flows. Actual ID will vary.

Pipe Restraint - Where pipe is specified as restrained joint pipe 4 inches through 10 inches in diameter, use PVC C900/RJ Restrained Joint Pipe Certa-Lok by CertainTeed Corporation, Eagle Loc 900 by JM Eagle or Diamond Lok-21 by Diamond Plastics. The plastic pipe shall conform to the latest revision of the following specifications, PVC Compound ASTM D1784 Class 12454, Gasket ASTM F477, Manufacturing ASTM D2241. Pipe shall be certified NSF and meet requirements of Dimension Ratio 14.

Pipe Restraint - Where specified as restrained joint pipe larger than 10 inches in diameter, the pipe shall be restrained using bell joint restraint devices that have a working pressure of at least 200 psi with a minimum safety factor of 2:1 and shall be EBAA Iron, Inc., MEGALUG series 2800, Uni-Flange Series 1390, Romac Industries, Inc., U.S. Gripper, or approved equal.

Ductile Iron Pipe - All ductile iron pipe shall conform to ANSI/AWWA C151/A21.51. Thickness class 52 specifications. Ductile iron pipe for sewer shall be ordered as bare pipe without cement lining and without outside coating. The pipe shall be lined on the inside to a minimum of 35 mils thick with Protecto 401 or 15 mills thick with 3M ScotchKote 134 fusion bonded epoxy. The pipe shall be coated on the outside to a minimum of 20 mils thick with Ceramawrap Ceramic Epoxy or 15 mils thick with 3M ScotchKote 134 fusion bonded epoxy. Coatings shall be applied according to the manufacturers’ requirements by a certified applicator of the product. Coatings shall not be applied to pipe, fittings or valves in the field by the contractor.

Ductile Iron Fittings for sewer mains - All ductile iron pipe fittings shall be compact ductile iron style and shall be ordered bare (without cement lining or outer coating) and then be coated with epoxy rated for sewer by a professional coating firm. Coatings applied by the fitting manufacturer shall be excepted pending approval of the coating material submitted. Coatings/linings shall be Protecto 401, Ceramawrap or 3M ScotchKote 134 per the Ductile iron pipe specifications shown above. Mechanical joint (MJ) fittings shall be installed with an approved mechanical joint restraint device. The mechanical joint restraint device shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1 and conform to ANSI A21.10 and AWWA C110. Products shall be EBAA Iron, Inc., MEGALUG Series 2000PV, Romac Industries, Inc., U.S. Gripper, or approved equal.

Eccentric Plug Valves for sewer mains – Valves 3” through 12” shall have a round full port opening (100% pipe area), comply with AWWA C517 specifications and be constructed of cast or ductile iron. Flanged valves shall be drilled to ANSIB16.1, Class 125 specifications and mechanical Joint valves shall comply with ANSI/AWWA C111/A21.11 specifications. Valves shall be eccentric quarter turn with resilient encapsulated plug, have 95% nickel seat, u-cup stem seal and permanently lubricated stainless steel bearings. Valves shall be 175psi working pressure. 3” and 4” valves shall be standard ¼ turn operation. Valves 6” and larger shall have a totally enclosed, sealed and permanently lubricated worm gear actuator with stainless shaft. Valves for buried service shall have a gear box and be designed for underground applications. Buried valves shall be fitted with standard 2” square hub operator. 3” and 4” valves installed in vaults shall be supplied with hand lever bar to attach to hub. Valves 6” and larger in vaults shall be supplied with hand wheel operator attached to gear box. Plug valves for sewer service shall be coated by the manufacturer on the inside and outside with the manufacturers epoxy coating rated for sewer. Valves shall conform to AWWA C509-80 and be Crispin 800 series, Pratt -Ballcentric, or Milliken - Millcentric.

PVC Ball Valves – 2" and smaller PVC ball valves shall be Schedule 80 PVC or Poly true union valves with red handle. Cepex, Spears, KBI or approved equal. Valves shall be threaded FIPT x FIPT Style.

Valves shall be bolted to tees and the crosses with flanged ends. Joint materials for flanges shall be 1/8 inch thick one piece, cloth inserted rubber gaskets conforming to AWWA C107-78, rated for sewer service. Bolts, nuts and hardware for all flanged and mechanical joints in the wetwell and valve vault shall be 316 stainless steel only, meeting the current provisions of American National Standard ANSI/AWWA C111/A 21.11 for rubber gasket joints for cast iron or ductile iron pipe and fittings.

Valve boxes shall be EJ Ironworks or Olympic Foundry VB-950, 6-3/4 inch OD with recessed handle type iron cover marked "CITY OF LACEY SEWER".

All pipe shall be new and in good condition with no visible signs of UV damage, fading or other defects.

7-17.3(2) Cleaning and Testing

7-17.3(2)A General
(March 3, 2022 Lacey GSP)

The first sentence shall be deleted and replaced with the following:

All sewer force mains and appurtenances shall be tested in sections of convenient length under a hydrostatic pressure of not less than 175 psi for 15 minutes.

Supplement this section with the following:

All pipe installed shall be tested in accordance with WSDOT Section 7-09.3(23).

All sanitary sewer pipe, including laterals, shall be high-velocity cleaned, televised and approved prior to paving. Hydrant flushing lines is not an acceptable method of cleaning. If rocks or other debris are found in manholes, the Contractor shall re-clean the sewer pipe.

7-17.3(2)H Television Inspection
(March 3, 2022 Lacey GSP)

Delete this section and replace with the following:

The television inspection shall be completed with a CCTV color camera recorded in standard DVD format. CCTV inspection crawler shall be equipped with a flow depth indicator, such as a 1-inch steel bar or ball, to measure the magnitude of pipe vertical fluctuation. If multiple television inspections of the same pipe are required, they shall be completed in the same direction each time.

Television inspection shall meet related Pipeline Assessment and Certification Program (PACP) codes developed by NASSCO, Inc. Television inspection of pipelines shall be performed by experienced personnel trained in identifying structural and operational defects, obstacles and service connections by closed circuit color television. Personnel shall be PACP-trained and certified field technicians. No sags or bellies in the pipe shall be greater than ½ inch in depth.

The Contractor shall supply one paper copy and one electronic copy of the pipe inspection form for each pipe reach televised. Two copies of electronic video files shall be provided in DVD format. The Contractor shall submit DVDs and written reports for review within three (3) working days after line

televising. The written report must note any areas that are not in compliance with the plans and specifications. Acceptance of the line will be made after the television inspection video and report has been reviewed and approved by the Engineer. Allow the Engineer (5) working days to review the video and report before scheduling paving.

Acceptance of the line will be made after the television inspection DVD has been reviewed and approved by the Engineer.

The cost incurred in making all television inspections shall be included in the unit contract price per foot of pipe installed and no additional compensation shall be allowed.

7-17.3(5) Lawn and Landscape Repair
(September 23, 2013 Lacey GSP)

Section 7-15.3(5) is added with the following:

The Contractor shall limit damage of existing lawn and landscaping during service and service line installation. All damage shall be repaired equal to or better than the existing condition as shown in the preconstruction video. All costs for restoration shall be included in the unit price per service.

7-17.4 Measurement
(October 30, 2018 Lacey GSP)

Section 7-17.4 is supplemented with the following:

"___ Inch Diameter Force Main Sewer Pipe", per linear foot.
"Side Sewer Connection – Gravity" shall be measured per each.
"Connect to Existing Sanitary Sewer Force Main", per each.
"Inside Drop" shall be measured per each.

7-17.5 Payment
(April 1, 2024 Lacey GSP)

Section 7-17.5 is supplemented with the following:

"___ Inch Diameter Force Main Sewer Pipe", per linear foot.
The unit contract price per linear foot for "___ Inch Diameter Force Main Sewer Pipe", shall be full compensation for all labor, material, and equipment to furnish, place, assemble, and install force main sewer pipe, complete in place, including tees, bends, caps, reducers, special fittings, thrust blocking, dewatering, testing, and connection to existing system. Further, all excavation, hauling, disposal, compaction, temporary patching and other required earthwork shall be included.

"Side Sewer Connection – Gravity", per each.
The unit contract price for "Side Sewer Connection – Gravity" shall be full pay for furnishing all labor, materials, tools, and equipment, necessary or incidental to replacing the 4" inside drop connection in MH#1 as shown on the Plans with like materials and configuration as the existing drop connection. Further, all miscellaneous couplings, fittings, brackets and adapters used to install the drop connection in place shall be included in the unit contract price. The removal and disposal of the existing drop structure

shall be incidental to Removal of Structures and Obstructions" bid item per section 2-02 of these Special Provisions.

"Connect to Existing Sanitary Sewer Force Main", per each.
The unit contract price per each for "Connect to Existing Sanitary Sewer Force Main" shall be full pay for furnishing all labor, tools, equipment, and materials required to connect the new "Inside Drop" and any associated "___ Inch Diameter Force Main Sewer Pipe" to the existing force main in place as shown on the Plans for work associated with MH#3. Further, all excavation, haul, backfill, testing, and accessories shall be included in the unit contract price. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing sewer force main. Items not specifically identified on the plans but necessary to properly connect to main shall be considered incidental and no other compensation shall be allowed.

"Inside Drop" shall be measured per each.
The unit contract price per each for "Inside Drop", shall be full compensation for all labor, material, equipment and supplies necessary to complete the work per detail on the Plans for MH#3. The removal and disposal of the existing drop structure shall be incidental to Removal of Structures and Obstructions" bid item per section 2-02 of these Special Provisions..

7-23 SANITARY SEWER BYPASS PUMPING

7-23.1 General

(October 29, 2010 Lacey GSP)

It is expected that the Contractor will perform a majority of the work associated with this project while keeping the manhole and associated appurtenances in service to maintain wastewater flows through the manhole. The owner understands that there will be circumstances where this approach may not be feasible and that flows may need to be interrupted or diverted to complete a portion of the work. While the Owner will coordinate with the Contractor to redirect or minimize flows through the system, where possible, to create windows for the Contractor to complete the work, sanitary sewer bypass pumping may be required. If bypass pumping is required, The Contractor shall be required to furnish all materials, labor, equipment, power, and maintenance, etc. to implement a temporary pumping system for the purpose of diverting the existing sanitary sewer flow around the work area as needed to complete the work. The bypass system as supplied by the contractor shall meet the requirements of all codes and regulatory agencies having jurisdiction, and these general specifications.

The design, installation, and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor shall employ the services of a subcontractor who can demonstrate to the engineer that he specializes in the design and operation of temporary bypass pumping systems. The subcontractor shall provide at least five (5) references of projects of a similar size and complexity as this project performed by his firm within the past five years.

7-23.1(1) Bypass Pumping Plan

(October 29, 2010 Lacey GSP)

The Contractor shall submit a detailed description of the proposed pumping system and the bypass pumping contractor's references for review and approval at the pre-construction conference. A separate pre-bypass pumping meeting will be conducted within 4 weeks of submittal of the bypass pumping plan and at minimum 2 weeks prior to the bypass pumping, at which time the Contracting Agency will notify the Contractor of any deficiencies or corrections that are required. Re-submittal of the corrected bypass

pumping plan is required. Provided the corrected bypass pumping plan is satisfactory, an additional pre-bypass pumping meeting will not be required.

The Contractor shall submit to the Contracting Agency detailed plans and descriptions outlining all provisions and precautions to be taken by the Contractor regarding handling of existing wastewater flows. This plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials, and all other incidental items necessary and/or required to ensure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and conditions specified in these Contract Documents. Work on or abandonment of the gravity sanitary sewer system or existing lift station shall not begin until all provisions and requirements have been approved by the Contracting Agency.

The bypass pumping plan shall include but not be limited to the following details:

1. Staging areas for pumps
2. Sewer plugging method and types of plugs
3. Size and location of manholes or access points for suction and discharge hose or piping
4. Calculations for selection of bypass pumping pipe size
5. Number, size, material, location and method of installation of suction piping
6. Number, size, material, method of installation and location of installation of discharge piping
7. Bypass pump sizes, capacity, solids handling capacity and number of each size to be on site and power requirements
8. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range) shall be submitted
9. Standby power generator size, location (if used)
10. Downstream discharge plan
11. Method of protecting discharge manholes or structures from erosion and damage
12. Thrust and restraint block sizes and locations
13. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill
14. Method of noise control for each pump and/or generator
15. Any temporary pipe supports and anchoring requirements
16. Design plans and computation for access to bypass pumping locations indicated on the drawings
17. Schedule for installation of and maintenance of bypass pumping lines
18. List of spare parts and support equipment to be maintained on site
19. Secondary containment type and size, and plan for deployment
20. Methods for monitoring and assuring equipment is operating per plan
21. Alarm Response Plan which shall include contacting City of Lacey Shop
22. Contingency plan for spill, leak, or other discharge

7-23.2 Equipment

(October 29, 2010 Lacey GSP)

All pumps used shall be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows. Pumps shall be capable of pumping solids with a nominal spherical dimension of three (3) inches without clogging.

The Contractor shall provide the necessary stop/start controls for each pump.

The Contractor shall include one stand-by pump of each size to be maintained on site. Back up pumps shall be online, isolated from the primary pumping system by a valve.

The pumps shall be contained inside a temporary portable secondary containment structure(s) to contain any fuel or sewage that may spill during the normal course of operation.

Discharge Piping – In order to prevent the accidental spillage of flows, all discharge systems shall be temporarily constructed of rigid pipe with positive, restrained joints. Under no circumstances will "irrigation" type piping or glued PVC pipe be allowed. Discharge hose will only be allowed in short sections and by specific permission from the Engineer.

Noise levels of equipment shall meet Washington State noise level requirements. Contractor shall make the necessary provisions to control the noise of the temporary pumping equipment such that the noise generated by the equipment is limited to 55 dBA during the day (7 AM to 10 PM) and 45 dBA at night (10 PM to 7 AM) at property lines. Depending on the pumping equipment that is used, meeting this requirement may require the use of sound attenuating enclosures as well as other provisions and measures.

7-23.3 System Requirements

7-23.3(1) Design Requirements

(October 29, 2010 Lacey GSP)

Bypass pumping systems shall have sufficient capacity to pump a peak flow of **500 GPM**. The Contractor shall provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow of the gravity collection system can be safely diverted around the project area. Bypass pumping systems will be required to be operated 24 hours per day.

Temporary sewer bypass systems shall be designed by a registered Professional Engineer in the State of Washington. Engineer shall have demonstrated experience in the design of pumping systems of comparable size and complexity.

The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. One standby pump for each size pump utilized shall be installed at the mainline flow bypassing locations, ready for use in the event of primary pump failure.

Bypass pumping system shall be capable of bypassing the flow around the work area and be sized to handle any amount of flow up to full available flow as defined by the Contracting Agency into the work area as necessary for satisfactory performances of work.

Bypass pumping system shall include an autodialer as part of the control system that calls the Contractor in the event of high level, pump fail, power/generator fail, control system fail, or any other failure that compromises the operation of the system. Contractor shall propose three experienced, responsive employees who are familiar with the project for receiving alarm calls. The primary responder shall be capable of reaching the project site within 30 minutes after the alarm is triggered. Contractor shall coordinate with the Contracting Agency to determine how the Contracting Agency would like to be notified of any alarm conditions.

The Contractor shall make all arrangements for bypass pumping during the time when the inside drop/forcemain at MH#3 is shut down is disabled for any reason. System shall overcome any existing force main pressure on discharge.

7-23.3(2) Performance Requirements
(October 29, 2010 Lacey GSP)

It is essential to the operation of the existing system being bypassed that no interruptions in the flow occur throughout the duration of the project. To this end, the Contractor shall provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units as required), conduits, all necessary power, and all other labor and equipment necessary to intercept the incoming flow before it reaches the point where it would interfere with his work, carry it past the work area and return it to the existing wastewater collection system downstream of his work.

The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. It shall be the responsibility of the Contractor to schedule and perform the work in a manner that does not cause or contribute to incidents of overflows, releases or spills of sewage from the sanitary sewer system or the bypass pumping operation.

The Contractor shall provide all necessary means to safely convey the sewage past the work area. The Contractor will not be permitted to stop or impede the main flows under any circumstances.

The Contractor shall divert the flow around the work area in a manner that will not cause damage to, or surcharging of Contracting Agency's system and will protect public and private property from damage and flooding.

During all bypass pumping operations, the Contractor shall protect the Contracting Agency's system (Pumping Station, Conveyance System, etc.) as applicable from damage inflicted by any equipment. The Contractor shall be responsible for all physical damage to the Contracting Agency's system caused by human or mechanical failure.

The Contractor shall protect water resources, wetlands, and other natural resources.

7-23.3(3) Field Quality Control and Maintenance

7-23.3(3)A Tests
(October 29, 2010 Lacey GSP)

The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to the actual operation. The Engineer shall be given three working days notice prior to testing.

7-23.3(3)B Inspection
(October 29, 2010 Lacey GSP)

Contractor shall inspect the bypass pumping system on a continuous basis to ensure the system is working correctly. Contractor shall monitor pump power source fuel levels and make arrangements for timely refueling as needed.

7-23.3(3)C Maintenance Service
(October 29, 2010 Lacey GSP)

Contractor shall ensure the temporary pumping system is properly maintained and a responsible operator shall be on hand at all times when pumps are operating.

7-23.3(3)D Extra Materials
(October 29, 2010 Lacey GSP)

Spare parts for pumps and piping shall be kept on site as required by the bypass pumping plan.

Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

7-23.3(4) Spills
(******)

Contractor is fully responsible for any damage that may result from an inadequate or improper installation, maintenance or operation, or failure of any kind of the sewer bypass pumping system.

In the event of a spill, the Contractor shall contact the LOTT Spill Reporting Group at (360) 528-5700 and the City of Lacey Maintenance Center at (360) 456-5644.

Spills or leaks of sewage to surface waters or drainage courses is prohibited. In the event of sewage spills, the Contractor shall immediately take whatever actions are deemed necessary to stop and remedy the results of the spill. Should the Contractor not take immediate action, the Owner will be entitled to take whatever actions are deemed necessary to stop, contain, and decontaminate a spill, at the Contractor's expense.

Costs incurred by the Contractor or Owner, including penalties imposed on the Owner as a result of any sewage spill caused by the Contractor, its employees, or subcontractors, shall be borne in full by the Contractor, including legal fees and other expenses to the Contractor or Owner resulting directly or indirectly from the spill.

7-23.3(5) Installation and Removal
(October 29, 2010 Lacey GSP)

Contractor is responsible for locating any existing utilities in the area selected for the bypass pipelines. The Contractor shall locate bypass pipelines to minimize any disturbance to project execution and shall obtain approval of the pipeline locations from the Contracting Agency as noted in the bypass pumping plan. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.

If the system has to be drained to effect the work, such as for a cut-over or connection, Contractor shall provide the necessary temporary pumping and/or storage equipment to drain or remove the sewage from the excavation and/or system.

The Contractor shall remove manhole sections or make connections to the existing conveyance system and construct temporary bypass pumping structures only at the access location indicated on the Plans and is required to provide adequate suction conduit.

Plugging or blocking of flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance or work, it is to be removed in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.

When working inside a manhole or wet well, the Contractor shall exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible or oxygen-deficient atmospheres, and confined spaces.

The temporary bypass pump discharge pipeline shall be located off streets and sidewalks and on shoulders of the roads where possible without causing delay to the project. When the bypass pipeline crosses local streets and private driveways that are in service, the Contractor shall employ traffic rated crossing devices or place the bypass pipelines in trenches and cover with temporary pavement. Upon completion of the bypass pumping operations, and after receipt of written permission from the Contracting Agency, the Contractor shall remove all the bypass pumping system piping, restore all property to pre-construction condition, and restore all pavement. The Contractor is responsible for obtaining any approvals for placement of the temporary pipeline from the Contracting Agency.

7-23.4 Measurement
(October 29, 2010 Lacey GSP)

No unit of measurement shall apply to the lump sum price for "Bypass Pumping".

7-23.5 Payment
(October 29, 2010 Lacey GSP)

Payment will be made in accordance with Section 1-04.1, for the following bid item that is included in the proposal.

"Bypass Pumping", by force account.

"Bypass Pumping", by force account as provided in Section 1-09.6. "Bypass Pumping" shall be full pay for all labor, materials, and equipment to prepare a bypass pumping plan and furnish, place, assemble, install and operate the bypass pumping system complete in place, including pumps, piping, valves, control systems, generators, permits, testing, wyes, tees, special fittings, joint materials, operators and all other work to provide and operate a complete and operating bypass pumping system. Further, all labor, equipment, and materials required for decommissioning, disassembly and removal from the site shall be included. To provide a common proposal for all bidders, the Contracting Agency has entered an amount in the Proposal to become part of the Contractor's total Bid.

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

8-01.3(1) General
(May 28, 2020 WSDOT GSP)

Section 8-01.3(1) is supplemented with the following:

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead must be onsite or on call at all times throughout construction. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.

2. Updating the TESC Plan to reflect current field conditions.

3. Inspecting and reporting on all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all storm water discharge points every calendar week and within 24 hours of runoff events in which storm water discharges from the site or as directed by the Engineer.

4. Submit to the Engineer no later than the end of the next working day following the inspection a TESC Inspection Report that includes:

    a. When, where, and how BMPs were installed, maintained, modified, and removed.

    b. Observations of BMP effectiveness and proper placement.

    c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal TESC BMP deficiencies.

    d. Identify for each discharge point location whether there is compliance with state water quality standards in WAC 173-201A for turbidity and pH.

Inspection of temporarily stabilized, or inactive sites may be reduced to once every calendar month if allowed by the Engineer.

8-01.3(9)A2 Silt Fence
(October 16, 2014 Lacey GSP)

Supplement this section with the following:

If the Engineer determines that site conditions dictate additional silt fence throughout the duration of the project, the Contractor shall immediately install additional silt fence as directed by the Engineer.

8-01.3(9)D Inlet Protection
(November 20, 2020 Lacey GSP)

Delete the first paragraph and replace with the following:

All catch basins and inlets within 500 ft of the project limits, downstream or affected by construction activities shall have inlet protection and as required by the Engineer. Inlet protection devices shall be installed prior to beginning clearing, grubbing, or earthwork activities.

8-01.4 Measurement
(April 30, 2015 Lacey GSP)

Supplement this section with the following:

All items required for erosion control shall be included in the lump sum bid item “Erosion/Water Pollution Control” unless a specific bid item is included in the proposal.

8-01.5 Payment
(November 20, 2020 Lacey GSP)

Modify this section with the following:

Delete "Erosion/Water Pollution Control", by force account and add the following bid item:
"Erosion/Water Pollution Control", lump sum.
The lump sum contract price for "Erosion/Water Pollution Control" shall be full compensation for all labor, material, and equipment necessary to implement, install, maintain and remove all erosion and water pollution control items including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities, and any additional Work deemed necessary by the Engineer to control erosion and water pollution. The requirements for the ESC Lead shall also be included in this lump sum bid item if no bid item is included in the proposal. The Contractor shall bear full responsibility for erosion/water pollution control in all sources of material, disposal sites, and haul roads.

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 PROJECT CLOSEOUT

Add the following new sections:

8-50.1 Description

(April 2, 2018 Lacey GSP)

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.

8-50.4 Measurement
(April 2, 2018 Lacey GSP)

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

8-50.5 Payment
(April 2, 2018 Lacey GSP)

"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

9-03 AGGREGATES

Add the following new Section:

9-03.16 Imported Pipe Bedding
(April 30, 2015 Lacey)

Bedding material for pressure mains and services shall be clean sand/gravel mixture free from organic matter and conforming to the following gradation:

Sieve Size	Percent Passing
3/4" square	100
3/8" square	70-100
U.S. No. 4	55-100
U.S. No. 10	35-95
U.S. No. 20	20-80
U.S. No. 40	10-55
U.S. No. 100	0-10
U.S. No. 200	0-3

Bedding material for gravity mains and stubs/or laterals shall be clean sand/gravel mixture free from organic matter and conforming to the following gradation:

Sieve Size	Percent Passing
3/8" square	85-100
U.S. No. 4	10-30
U.S. No. 8	0-10
U.S. No. 16	0-5

All percentages are by weight

9-03.21 Recycled Materials
(April 30, 2015 Lacey)

Section 9-03.21 is supplemented with the following:

Recycled materials will not be used unless approved by the Engineer.

E
PREVAILING WAGE RATES

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: November 19, 2024, including any corrections 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.