



**College & 22<sup>nd</sup> Tree Removal**

LACEY CONTRACT NUMBER PW 2024-27

**SPECIFICATIONS AND BID DOCUMENTS  
DEPARTMENT OF PUBLIC WORKS**

**LACEY PROJECT NUMBER PW 2024-27**

***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**

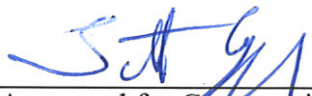
**DIRECTOR OF PUBLIC WORKS**

**SCOTT EGGER, P.E.**

**CITY ENGINEER**

**AUBREY COLLIER, P.E., S.E.**



  
Approved for Construction  
Scott Egger, P.E., Director of Public Works

# TABLE OF CONTENTS

Invitation for Bids .....	i
---------------------------	---

---

## INSTRUCTIONS

Instructions to Bidders .....	A-1
Bidder's Checklist .....	A-2

---

## BID DOCUMENTS

Proposal & Bid Sheet.....	B-1
Bid Bond Form .....	B-3
Non-Collusion Certificate.....	B-5
Certification of Compliance with Wage Payment Statutes.....	B-6
Certification of Employment Security Department (ESD) Good Standing.....	B-7

---

## CONTRACT DOCUMENTS

Construction Contract.....	C-1
Performance Bond Form.....	C-4
Declaration of Option for Management of Statutory Retained Percentage. ....	C-5

---

## SPECIAL PROVISIONS

Table of Contents.....	ii
Special Provisions.....	D-1

---

## PREVAILING MINIMUM HOURLY RATES

Prevailing Wage Rates.....	E-1
----------------------------	-----

---

## APPENDICES

COL RAM Forms & Instructions .....	Section F
Traffic Control Plans.....	Section G
Tree Removal Plans .....	Section H
Construction Stormwater Pollution Prevention Plan (CSWPPP) .....	Section I

**INVITATION FOR BIDS**  
**COLLEGE AND 22<sup>ND</sup> TREE REMOVAL**

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., December 19, 2024, at which time bids will be publicly opened for the following work:

**This contract provides for the removal of tree stumps and roots, irrigation system repair, planting site preparation including topsoil, and other work as needed to prepare the sites for future tree planting.**

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 of Lacey assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

Bidders shall examine contract and bid documents and the site and shall satisfy themselves as to conditions that exist. 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. The City will award the contract to the lowest responsible Bidder.

Retainage, bid bond and contract bond will be required. Contractor shall be registered through Washington State Labor and Industries, have a current Department of Revenue Unified Business Identifier (UBI), State Excise Tax Registration Number, Industrial Insurance Coverage, an Employment Security Department number, and are not disqualified from bidding projects.

Plans, Specifications, and Addenda for this project are available at [cityoflacey.org/rfp](http://cityoflacey.org/rfp). Any questions regarding this contract can be directed to:

Brian Petrin  
[Brian.Petrin@cityoflacey.org](mailto:Brian.Petrin@cityoflacey.org)  
(360)493-2417

The range for this project is \$60,000 to \$90,000.

# 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 **College & 22<sup>nd</sup> Tree Removal** at the time and place designated in the advertisement.

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

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

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

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

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

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

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

### **CONTRACT PARTS**

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

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

## **BIDDER'S CHECKLIST**

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

- 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](mailto:ProjectAdmin@cityoflacey.org)**

- Certification of Compliance with Wage Payment Statutes

**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

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# CITY OF LACEY

## College & 22nd Tree Removal

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Lacey Contract Number: PW 2024-27

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 General

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No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
A1	5000	MC	104-010	Minor Change	\$1.00	\$5,000.00
A2	1	LS	109-010	Mobilization	LUMP SUM	
A3	1	LS	110-010	Project Temporary Traffic Control	LUMP SUM	
A4	720	HR	110-070	Portable Changeable Message Sign		
A5	55	EA	201-550	Tree Root Pruning		
A6	55	CY	802-010	Topsoil Type A		
A7	55	EA	803-610	Irrigation System Modification and Adjustment		
A8	1	LS	805-510	Lawn and Landscape Restoration	LUMP SUM	
A9	1	LS	850-792	Project Closeout	\$1,000.00	\$1,000.00

Schedule A Subtotal: \_\_\_\_\_

Tax Rate (%) : 0.00 Tax: \_\_\_\_\_ \$0.00

Schedule A Total: \_\_\_\_\_

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Contract Total: \_\_\_\_\_

(All Schedules)

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## 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



**NON-COLLUSION AND DEBARMENT AFFIDAVIT**

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

**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

**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:

City of Lacey Contract No. PW 2024-27 for the “**College & 22<sup>nd</sup> Tree Removal**” project in the sum of \_\_\_\_\_ Dollars (\$) including applicable sales tax.

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



**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 statute.

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 ..... 1**

INTRODUCTION TO THE SPECIAL PROVISIONS ..... 1

DESCRIPTION OF WORK ..... 1

1-01 DEFINITIONS AND TERMS ..... 1

1-02 BID PROCEDURES AND CONDITIONS ..... 3

1-03 AWARD AND EXECUTION OF CONTRACT ..... 8

1-04 SCOPE OF THE WORK ..... 10

1-05 CONTROL OF WORK ..... 11

1-06 CONTROL OF MATERIAL ..... 15

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC ..... 16

1-08 PROSECUTION AND PROGRESS ..... 23

1-09 MEASUREMENT AND PAYMENT ..... 27

1-10 TEMPORARY TRAFFIC CONTROL ..... 30

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS ..... 31

2-07 WATERING ..... 32

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL ..... 32

8-03 IRRIGATION SYSTEMS ..... 34

8-05 LAWN AND LANDSCAPE RESTORATION ..... 37

8-26 TREE ROOT PRUNING ..... 38

8-50 MISCELLANEOUS ..... 40

9-14 EROSION CONTROL AND ROADSIDE PLANTING ..... 40

# 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 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 removal of tree stumps and roots, irrigation system repair, planting site preparation including topsoil, and other work as needed to prepare the sites for future tree planting.

### 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.

#### **1-02.2 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 A)**

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 soon enough 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.

### **1-02.13 Irregular Proposals** **(January 4, 2024 APWA GSP)**

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
  - c. A price per unit cannot be determined from the Bid Proposal;
  - d. The Proposal form is not properly executed;
  - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
  - f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
  - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
  - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
  
2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
  - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
  - e. Receipt of Addenda is not acknowledged;
  - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - g. If Proposal form entries are not made in ink.

### **1-02.14 Disqualification of Bidders** **(May 17, 2018 APWA GSP Option A)**

Delete this Section and replace it with the following:

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

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

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

### **1-02.15 Pre-Award Information** **(August 14, 2013 APWA GSP)**

Revise this section to read:

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

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

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

### **1-03.3 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).

**1-03.4(1) Retainage in Lieu of Contract Bond**  
**(May 17, 2018 APWA GSP)**

Add the following new section:

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

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

**1-03.7 Judicial Review**  
**(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 \$25,000 or less may be made under the Bid item “Minor Change”. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All “Minor Change” work will be within the scope of the Contract Work and will not change Contract Time.

**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 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.

**1-06 CONTROL OF MATERIAL**

**1-06.1 Approval of Materials Prior to Use**  
**(January 4, 2016 Lacey GSP)**

The second sentence of first paragraph is revised to read:

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

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

The first paragraph is revised to read:

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

Supplement this section with the following:

The Contractor shall submit sufficient information that describes the materials proposed as defined and described in these specifications and plans within 20 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 CD, a flash drive or via an internet link.

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

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

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

### **1-06.6 Recycled Materials** **(January 4, 2016 APWA GSP)**

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

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

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

## **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

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

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make

known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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

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

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

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

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

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

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

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

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

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a

part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

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

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

### **1-07.15(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
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**1-07.18(5)C Workers' Compensation**

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

**1-07.23(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:

The Contractor may take (1) one travel lane on College St SE during working hours for the duration of the contract.

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**

**(July 8, 2024 APWA GSP)**

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;

3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To review DBE Requirements, Training Plans, and Apprenticeship Plans, when applicable.
5. To establish normal working hours for the work;
6. To review safety standards and traffic control; and
7. To discuss such other related items as may be pertinent to the work.

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

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

**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 9:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

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

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third-party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

**1-08.0(2)A Lacey Hours of Work**  
**(October 16, 2014 Lacey GSP Option A)**

Add the following new section:

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

**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:

The following requirements may be included into the project schedule:

The Contractor may take (1) one travel lane on College St SE during working hours for the duration of the contract.

### **1-08.5 Time for Completion**

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

This project shall be completed in accordance with the provisions of Section 1-08 of the Standard Specifications within 15 working days. All design and submittal work for this project shall be completed within the first 14 calendar days of the contract.

### **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

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### **1-08.9 Liquidated Damages** **(March 3, 2021 APWA GSP, Option B)**

Revise the second and third paragraphs to read: Accordingly, the Contractor agrees: To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and 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.

**1-09.9 Payments**  
**(July 8, 2024, APWA GSP, Option B)**

Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

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

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

**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.

“Portable Changeable Message Sign”, per hour.

**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:

Refuse  
Rocks and Stumps

**2-02.2 Video**  
**(March 3, 2022 Lacey GSP)**

Add the following new section:

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

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

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

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

Delete this section and replace with the following:

“Removal of Structures and Obstructions”, lump sum.

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

## **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.

## **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)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.

Modify this section with the following:

No specific unit of measure shall apply to the lump sum item “ESC Lead”

### **8-01.5 Payment**

(November 20, 2020 Lacey GSP)

Modify this section with the following:

The lump sum contract price for “ESC Lead” shall be full compensation for all labor, material, tools, and equipment necessary to meet the requirements of Section 8-01.3(1)B to include conduct site inspections, stormwater sampling, report preparation, report submittal, lab work, and personnel certification.

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.

## **8-03 IRRIGATION SYSTEMS**

### **8-03.3(7)A Irrigation Piping**

(January 3, 2017 Lacey GSP)

Supplement this section with the following:

All pipes shall have a 12” minimum separation from sidewalks, curbs, walls, and fences. Parallel pipes shall have 3” minimum separation. Pipe depths shall be as follows:

1. PVC pipe on pressure side of irrigation control valve, control wires and quick-coupling valves (pressure mainlines): 18” minimum cover.
2. Pipe on non-pressure side of irrigation control valve (lateral lines): 12” minimum cover.
3. Sleeving: 24” minimum cover.
4. Drip tubing shall be a minimum of 6” below finished grade.

Seal all threaded joints with Teflon tape. No PVC pipe shall be threaded or connected to a threaded fitting without an adapter. Keep pipe free from dirt or debris at all times. Cover ends of pipe when not in progress of installation. Cleaning of cutting burrs is mandatory.

Connect pipe using two-step solvent weld process. Do not move or handle pipe for a minimum of 15 minutes while solvent welds are curing. No water shall be permitted in pipe until a period of at least 10 hours has elapsed for solvent weld setting and curing. The joints shall be allowed to cure at least 24 hours before pressure is applied to the system.

Avoid all proposed and existing tree locations when installing remote control valves and irrigation pipe lines. If necessary, obtain Engineer’s approval to adjust equipment locations to avoid damaging the root systems of protected trees, or utilities. Valve boxes shall be placed no closer than 24” from back of curb and 12” from sidewalks placed parallel to adjacent concrete flatwork. Grouped or manifolded remote control valves shall be spaced evenly to present a neat appearance.

Enclose all valves in individual valve boxes. Use valve box extensions as required. Valve boxes shall have a one cubic foot minimum drain rock sump. Valve bonnet packings and bolts shall be checked and tightened. Provide sufficient room to service all equipment.

Install the subterranean tubing with the water outlets facing upward whenever possible. Offset outlets to form a triangular pattern throughout the tubing layout. In irregular areas, some water outlets may end up too close to fixed improvements and may have to be capped-off.

**8-03.3(7)B Irrigation Sleeves**  
**(November 26, 2023 Lacey GSP)**

Delete this section and replace with the following:

Irrigation lines shall be sleeved under all asphalt and concrete at 24" minimum cover.

Irrigation sleeve sizes and locations shall be incorporated in the Contractor-designed irrigation system plans. The Contractor shall try to incorporate irrigation sleeving within or adjacent to electrical sleeve trenches. Sleeves shall be extended a minimum of 12 inches beyond the edge of curbs, walks, walls and/or other paved surfaces. Cap and identify sleeve ends. Plug ends of sleeves to prevent soil from entering ends.

The Contractor shall ensure that all sleeves are installed prior to paving or other hardscape is complete. If it is determined that any sleeves are not installed prior to paving, the Contractor shall bore or push the sleeves as required at no additional cost.

**8-03.3(5) Installation**  
**(March 3, 2022 Lacey GSP)**

Delete the first, second, third and fifth paragraphs of this section. Supplement this section with the following:

Shrub heads, unless otherwise specified, shall be placed on swing joints approximately at finished grade.

Final position of the valve boxes, capped sleeves, and quick coupler valves shall be between ½" and 1" above finished grade or mulch.

**Quick Couplers**

All quick couplers shall be installed on triple swing joints and at the lowest elevation point of the mainline. Minimum riser size shall match the quick coupler inlet. Set top of all quick couplers 2" below finished grade in specified enclosures.

**Dripline Irrigation**

Each zone to have a shut off valve, disc filter, electric control valve and pressure regulator assembly. Drip systems shall be end feed PVC header type.

**Sprinklers**

All ½" inlet spray heads shall be installed on flexible swing pipe. All ¾" and 1" rotor heads shall be installed on triple swing joints. Minimum riser size shall match the sprinkler inlet. Set tops of all heads flush with final finish grade. Set all heads perpendicular to finish grade and 2" back from curbs and walks unless otherwise noted.

**Disc Filter**

Install the disc filter, horizontally level, below grade and before or after the remote control valve as indicated in the installation details. The position of the disc filter in the valve box shall be off-center to allow for periodic removal of the disc element for servicing. Include a minimum of 1 cubic foot of ¾" minus gravel in the bottom of the valve box.

**8-03.3(10)D Drip Line Testing**  
**(November 26, 2023 Lacey GSP)**

Delete this Section and replace with the following:

Each drip emitter (whether internal or external) shall be checked for proper water flow before the tubing is buried.

**8-03.3(12) Adjusting System**  
**(November 26, 2023 Lacey GSP)**

Supplement this section with the following:

The Contractor shall remove all valve box covers and operate each zone of the system as directed by the Engineer. The Contractor shall demonstrate that the irrigation system is complete, fully operational, and free of defects.

**8-03.3(14)A General**  
**(November 26, 2023 Lacey GSP)**

Supplement this section with the following:

The Contractor shall physically demonstrate to the Engineer, complete system operation including required coverage. Any deficiencies or modifications identified shall be corrected by the Contractor prior to acceptance of the irrigation system.

**8-03.3(15) Irrigation System Modification and Adjustment**  
**(\*\*\*\*\*)**

Add the following new section:

Existing drip irrigation systems are expected to be damaged during the root pruning process. The Contractor shall take the appropriate steps to ensure that the existing drip irrigation system(s) specific to each work area are repaired to a pre-construction state or better.

All materials used shall be of similar quality of the existing irrigation system being modified. The Contractor shall install required pipe, heads, and fittings to ensure complete coverage of the impacted areas. The system shall be repaired, flushed and restored to a condition equal to or superior to the original condition.

If the existing system does not need to be modified or relocated for the project and the Contractor elects to protect the system without damage, the Contractor will be paid for that system.

Existing irrigation systems to be modified include:

In tree wells alongside College St SE & 22<sup>nd</sup> Ave SE where the tree has been removed and the roots are to be pruned.

Systems impacted by removed trees in the planter strip.

The Contractor shall coordinate with city staff system to confirm proper operation and coverage.

**8-03.4 Measurement**  
(November 26, 2023 Lacey GSP)

Add the following new section:

“Irrigation System Modification and Adjustment” shall be measured per each. No compensation shall be made for an irrigation system outside the project limits damaged by the Contractor.

**8-03.5 Payment**  
(\*\*\*\*\*)

Supplement this section with the following:

“Irrigation System Modification and Adjustment”, per each

The lump sum contract price shall be full compensation for all labor, materials, and equipment required to repair the existing irrigation system to include excavation, backfill, piping, valving, sleeving, heads, fittings and other items including testing of the irrigation systems for confirmation of proper operation.

**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.

## **8-26 TREE ROOT PRUNING**

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

Add the following sections:

### **8-26.1 Description**

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

This work shall consist of removing the tree stump and roots in their entirety, taking care not to damage surrounding area and to protect the existing root barrier. The City has cut the trees down to an approximate 2’ tall stump prior to the proposed contract work.

### **8-26.2 Materials**

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

If damaged during construction, replacement geotextile root control systems shall be NDS Root Barrier Panel Model No. EP-2450 or Engineer approved equal.

### **8-26.3(1) Topsoil**

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

The Contractor shall thoroughly scarify the subgrade by tilling, disking or harrowing after the subgrade elevation has been established.

Prior to placement of topsoil, the Engineer shall approve native or imported material. If the Contractor furnishes and places Topsoil Type A in the roadside planting areas without prior approval, it shall be done at the Contractor’s expense. Final grading shall include raking, floating, dragging, and rolling to remove all surface irregularities and to provide a firm, smooth surface with positive drainage.

The Engineer reserves the right to randomly sample and test the imported topsoil as it is placed. Test results shall be compared to the requirements of Section 9-14. If it is determined the topsoil does not meet requirements, the Contractor shall be required to remove the topsoil quantity as determined by the Engineer and replace it at the Contractor’s expense with an acceptable alternative topsoil.

The Contractor may take samples of the topsoil to be removed for testing. If soil samples from areas to be removed are shown to meet the requirements it may be stockpiled for reuse. All costs incurred by the Contractor to test topsoil shall be borne by the Contractor and no further compensation will be allowed.

The Contractor shall submit a stockpile plan that identifies the stockpile location and stockpile limits for approval by the Engineer. The plan shall also be approved by the Owner prior to beginning stockpiling operations.

### **8-26.3(2)A Topsoil Type A**

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

The Engineer will approve topsoil prior to procurement and placement. Topsoil Type A shall meet all requirements of Special Provision 9-14.2(1).

Topsoil shall be placed and compacted to fill the remaining void once the tree roots have been pruned. Provide and install Topsoil Type A at all locations where a tree is removed.

### **8-26.3(3) Planting Area Preparation**

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

Section 8-02.3(5) is supplemented with the following:

Planting area preparation will be required in all landscaped areas as shown on the Plans. Planting area preparation shall include removal of existing vegetation, construction debris, all visible rocks or other detrimental material from planter strips located within the project limits before adding soil amendments to the imported topsoil for the roadside planting areas, uniformly tilling the soil amendments into the top 8"-12" of soil, using a rototiller or similar machine, grading the blended soils, and then thoroughly watering down.

Planting area preparation in the roadside includes preserving and protecting existing trees.

All planting area preparation shall be conducted under favorable weather conditions only. Soil shall not be worked when excessively dry or wet. Engineer reserves the right to stop any work taking place when conditions are considered detrimental to soil structure or plant growth.

All planting areas shall be weed free and approved by the Engineer before starting rototilling (with soil amendments distributed over designated surface areas) and after rototilling has been completed. All beds shall then be approved by the Engineer for fine grading, before starting any placement of topsoil.

All planting surface areas shall be left with a firm, uniform surface, free of weeds and undulations or other irregularities. Remove all rocks, clods, and debris from all planting surfaces, unless otherwise specified on the plans or directed by the Engineer.

Preliminary grading shall be done in such a manner as to anticipate the finished grades after placement of topsoil, soil amendments and bark mulch (if specified). Excess soil shall be removed or redistributed before application of soil mix, fertilizer, and mulch. Where soil is to be replaced by plants and mulch, allowance shall be made so that when finish grading has begun, there shall be no deficiency in the specified depth of mulched planting beds.

The Contractor shall bear final responsibility for proper surface drainage of the site and the features thereon. Any discrepancy in the drawings or specifications, obstructions on the site, or prior work done by another party which the Contractor feels precludes establishing proper drainage, shall be brought immediately to the attention of the Engineer in writing for correction or relief of said responsibility.

## **8-26.4 Measurement**

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

Measurement for tree root pruning will be per each tree stump and root removal site.

## **8-26.5 Payment**

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

Supplement this section with the following:

“Tree Root Pruning” shall be measured per each and will be full compensation for all labor, materials, and equipment required to remove one tree stump and roots, scarify the subgrade, rake, remove debris such as rocks and organic material, and other items required to prepare the site for re-planting. Contractor damaged root barrier shall to be replaced in kind and is incidental to the items in the project.

## **8-50 MISCELLANEOUS**

Add the following new sections:

### **8-50.2 PROJECT CLOSEOUT**

(April 2, 2018 Lacey GSP)

#### **Description**

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

#### **Measurement**

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

#### **Payment**

“Project Closeout”, lump sum.

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

## **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

### **9-14.2(1) Topsoil Type A**

(March 3, 2022 Lacey GSP)

Supplement this section with the following:

Topsoil Type A shall be composed of a three way winter mix consisting of 2 parts soil, 2 parts compost, 3 parts sand.

Soil shall be classified as gravelly sand, well-graded sand, poorly graded sand, or silty sand.

Compost shall be a weed free well decomposed, humus-like material derived from the decomposition of grass clippings, leaves, branches, wood, and other organic materials. Compost shall be produced at a permitted solid waste composting facility. Composts containing shavings, cedar sawdust, or straw will not be permitted.

The Contractor shall give priority to purchasing compost products from companies that produce compost products locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the department of transportation or adopted by rule by the department of ecology.

Sand shall consist of 100 percent passing the 3/8 inch sieve, minimum 95 percent passing the #4 sieve, and maximum of 5 percent passing the #100 sieve.

Topsoil shall meet the following requirements:

Screen Size (approximate particle size)	5/8" maximum
Maturity measure (C:N ratio)	30:1
Total Nitrogen	0.5% minimum
PH range	5.5-8.0
Foreign matter by dry weight	1% maximum

The Contractor shall provide a sample of the topsoil and a laboratory analysis with recommendations from the laboratory for desired additives for the Engineers approval. The Contractor shall incorporate any additives recommended by the laboratory.

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: DECEMBER 19<sup>th</sup>, 2024 including any correction notices issued  
by Labor and Industries prior to bid.**


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

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

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

# F

## COL RAM FORMS & INSTRUCTIONS

<b>PROJECT:</b>		<b>SUBMITTAL NO.</b>		
LACEY CONTRACT NO. PW___-20___		Date sent to City:		
<b>Request for Approval of Material, Product or Shop Drawing</b>				
Contractor:		Subcontractor:		
No. of Pages	Item: Material, Product or Shop Drawing	Specification Reference		
<input type="checkbox"/> This item is as specified		<b>OR</b>	<input type="checkbox"/> This item is a substitution/or equal Material/Product Substitution Request shall be submitted	
<input type="checkbox"/> Supplier/Subcontractor certifies material/product conforms to contract.				
Review Priority:		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
				Requested Due Date:
Notes to Engineer:				


City of Lacey Engineer:		Date Approved by City:	
<input type="checkbox"/> Rejected	New Submittal Required.		
<input type="checkbox"/> Revise and Resubmit	See Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	See items included in Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	No exceptions noted.		
Review of the materials, products or plans do not relieve the contractor from compliance with requirements of the contract documents and does not necessarily constitute acceptance for materials, products or plans to be incorporated in the work. This review is for general conformance of the project's conceptual design and general compliance with the project's plans and specifications.			
Date City Transmitted to Contractor:		Date Contractor Transmitted to Subcontractor/Supplier:	

Date Received by  
City of Lacey:

Reviewed by:  
(Name/Company)

Engineer's Comments:

1.

PROJECT: <i>A</i>		SUBMITTAL NO. <i>C</i>	
LACEY CONTRACT NO. PW ___-20___ <i>B</i>			
<b>Request for Approval of Material, Product or Shop Drawing</b>			
Contractor: <i>D</i>		Subcontractor: <i>E</i>	
No. of Pages	Item: Material, Product or Shop Drawing	Specification Reference	
<i>F</i>	<i>G</i>	<i>H</i>	
<input type="checkbox"/> This item is as specified <i>I1</i> <b>OR</b> <input type="checkbox"/> This item is a substitution/or equal Material/Product Substitution Request shall be submitted <i>I2</i>			
<input type="checkbox"/> Supplier/Subcontractor certifies material/product conforms to contract.			
Review Priority: <input type="checkbox"/> 1 <i>K</i> <input type="checkbox"/> 2 <input type="checkbox"/> 3		Requested Due Date: <i>L</i>	
Notes to Engineer:  <i>M</i>			

**Section 1**

City of Lacey Engineer: <i>R</i>		Date City Transmitted to Contractor: <i>S</i>	
<input type="checkbox"/> Rejected	New Submittal Required.		
<input type="checkbox"/> Revise and Resubmit	See Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	See items included in Engineer's comments. <i>Q</i>		
<input type="checkbox"/> Conditionally Approved	No exceptions noted.		
Review of the materials, products or plans do not relieve the contractor from compliance with requirements of the contract documents and does not necessarily constitute acceptance for materials, products or plans to be incorporated in the work. This review is for general conformance of the project's conceptual design and general compliance with the project's plans and specifications.			
Date Received by Contractor: <i>T</i>		Date Returned to Subcontractor/Supplier: <i>U</i>	

**Section 3**

Date Received by City of Lacey: <i>N</i>	Reviewed by: (Name/Company) <i>@</i>
---	---

Engineer's Comments:

1. *P*

## Section 1

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

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

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

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

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

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

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

**D** Contractor shall fill in their name.

**E** Contractor shall fill in the subcontractor that is requesting approval. If only the General Contractor is requesting approval, then NA (not applicable) shall be entered.

**F** The number of pages for each specific material, product or shop drawing shall be entered.

**G** The specific material, product or shop drawing shall be entered. Material or product will be the trade name of the product or the name it is most easily recognized by. Materials or products that are similar (i.e. pipe fittings) can be bundled into one submittal.

**H** The specification that pertains to the specific material, product or shop drawing shall be entered. This information is critical in comparing the material, product or shop drawing to the specifications. You may also list Plan Sheet number or Special Provision page in this area.

**I** The Contractor shall check if the items submitted are either specified (I1) or that the submitted item is a substitution or equal (I2). If the product is a substitute or equal, then a Material/Product Substitution Request shall be submitted.

**J** The Contractor shall check that supplier and/or subcontractor certifies the bid item.

**K** The Contractor shall check if the submittal for approval is a high (1), average (2) or low (3) priority. The City of Lacey will review priority submittals as quickly as possible. Note: The majority of the submittals shall be checked as priority 2 or 3. Priority 1 submittals shall be critical or long lead items.

**L** A due date can be entered by the contractor. The City of Lacey will endeavor to review and return the request for approval by the requested due date.

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

## Section 2

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

**N** Enter the date that the City of Lacey received the “Request for Approval of Material, Product or Shop Drawing” from the Contractor.

**O** Enter the name and company of the person that reviewed the submittal.

**P** Any comments regarding changes needed, resubmittals requirements, conditional approval, etc. shall be entered.

## Section 3

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

**Q** Either “Rejected: New Submittal Required.”, “Review and Resubmit: See Engineer’s comments.”, “Conditionally Approved: See items included in Engineer’s comments:”, or “Conditionally Approved: No exceptions noted” shall be checked”.

**R** Enter the name of the Engineer sending the submittal back to the Contractor. The Engineering sending the form back may not necessarily be the Engineer completing the review.

**S** Enter the date that the City of Lacey transmits the “Request for Approval of Material, Product or Shop Drawing” to the Contractor.

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

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

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

G  
TRAFFIC CONTROL  
PLANS

MINIMUM LANE CLOSURE TAPER LENGTH = L (feet)					
LANE WIDTH (feet)	DESIGN SPEED (MPH)				
	25	30	35	40	45
10	105	150	205	270	450
11	115	165	225	295	495
12	125	180	245	320	540

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)					
SHOULDER WIDTH (feet)	DESIGN SPEED (MPH)				
	25	30	35	40	45
8'	40	40	60	90	120
10'	40	60	90	90	150

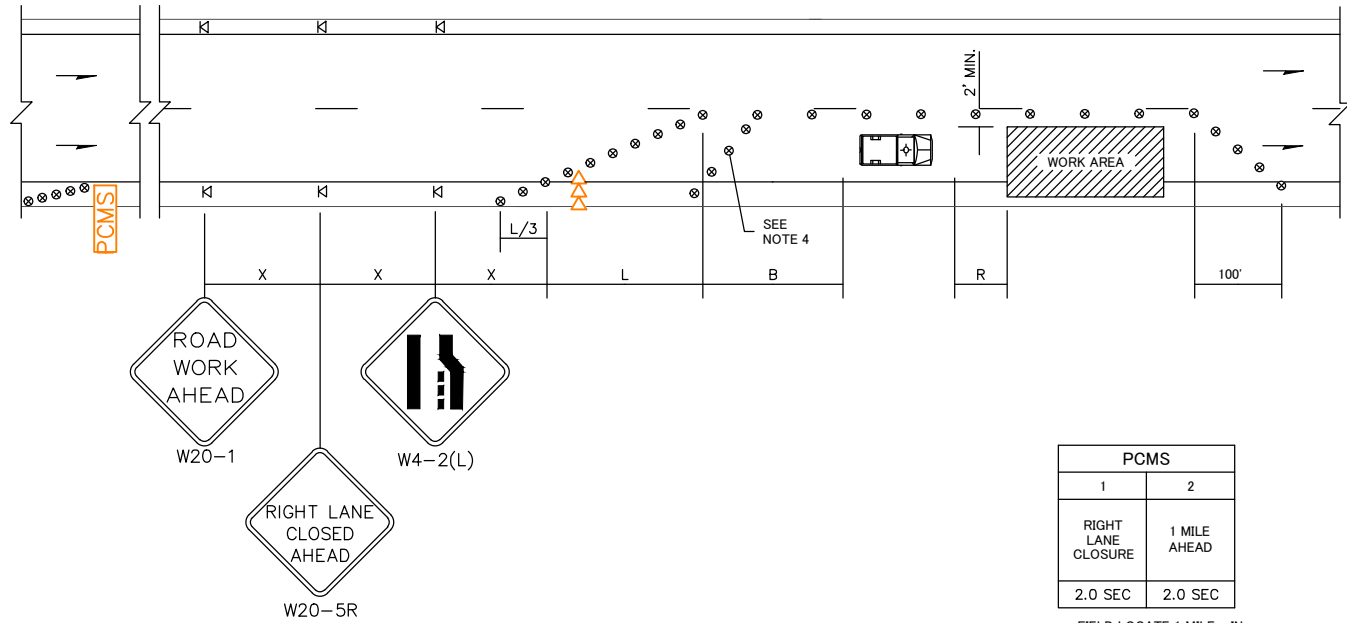
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'.

SIGN SPACING = X (1)	DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS	45 MPH	500'
URBAN ARTERIALS & COLLECTORS	35 / 40 MPH	350'
COLLECTORS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (2)
RESIDENTIAL STREETS	25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE, AT-GRADE INTERSECTIONS AND DRIVEWAYS.  
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CHANNELIZATION DEVICE SPACING (feet)		
DESIGN SPEED (MPH)	TAPER	TANGENT
35/45	30	60
25/30	20	40

BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
	25	30	35	40	45
LENGTH (feet)	155	200	250	305	360



PCMS	
1	2
RIGHT LANE CLOSURE	1 MILE AHEAD
2.0 SEC	2.0 SEC

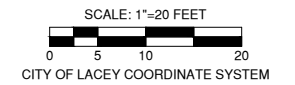
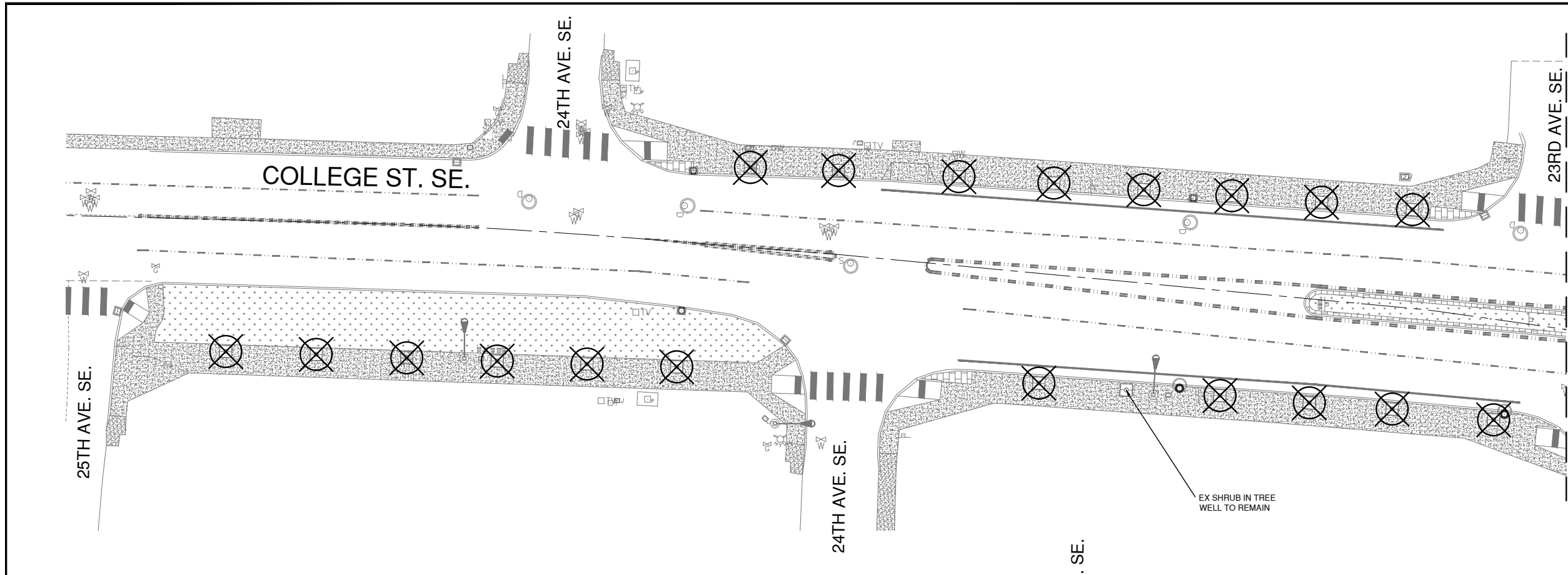
FIELD LOCATE 1 MILE IN ADVANCE OF LANE CLOSURE SIGNING.

- NOTES:
- SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
  - EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
  - DEVICES SHALL NOT ENCR OACH INTO THE ADJACENT LANE.
  - USE TRANSVERSE DEVICES IN CLOSED LANE EVERY 1000' (FT) (RECOMMENDED).
  - DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT).
  - ALL SIGNS ARE BLACK ON ORANGE.
  - REFER TO THE MUTCD FOR SIGN DIMENSIONS.

- LEGEND
- TEMPORARY SIGN LOCATION
  - TRAFFIC SAFETY DRUM
  - SEQUENTIAL ARROW SIGN
  - PROTECTIVE VEHICLE
  - PORTABLE CHANGEABLE MESSAGE SIGN

**SINGLE-LANE CLOSURE  
FOR MULTI-LANE ROADWAYS  
TC-3**

H  
TREE REMOVAL  
PLANS



**CONSTRUCTION NOTES**

CITY STAFF SHALL BE RESPONSIBLE FOR CUTTING TREES TO AN -2' STUMP IN THE PROJECT LIMITS PRIOR TO CONTRACT WORK.

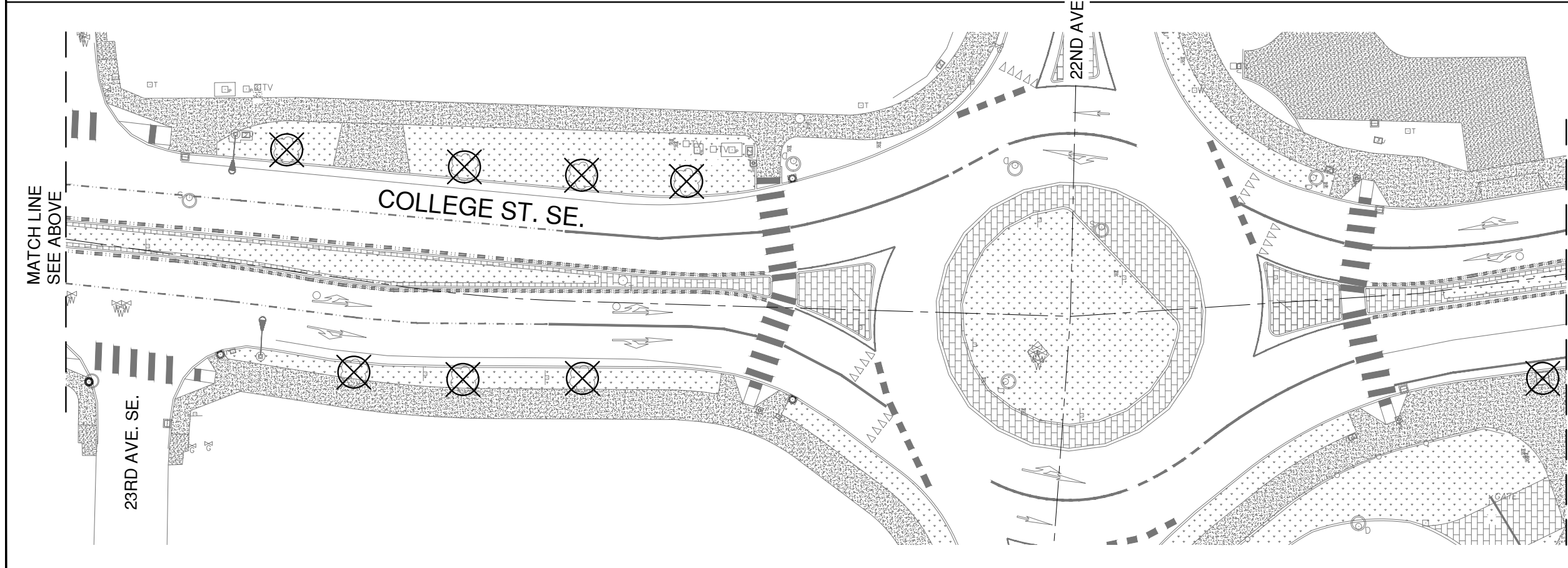
CONTRACTOR SHALL EXERCISE CAUTION NOT TO DAMAGE SURROUNDING SIDEWALK, CURBING, & ROOT BARRIER.

EXISTING TREE LOCATIONS ARE EXPECTED TO HAVE A DRIP IRRIGATION LINE LOOPED AROUND THE TREE ABOVE THE ROOT BALL.

TREE ROOT PRUNING IS EXPECTED TO DAMAGE THE DRIP IRRIGATION LINE BEYOND THE POINT OF SALVAGE. CONTRACTOR SHALL INSTALL A NEW LINE PER SPECIFICATIONS IN SECTION 8-03, IRRIGATION SYSTEMS.

**LEGEND**

- TREE ROOT PRUNING & IRRIGATION SYSTEM MODIFICATION AND ADJUSTMENT SEE DETAIL ON SHEET TR2



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

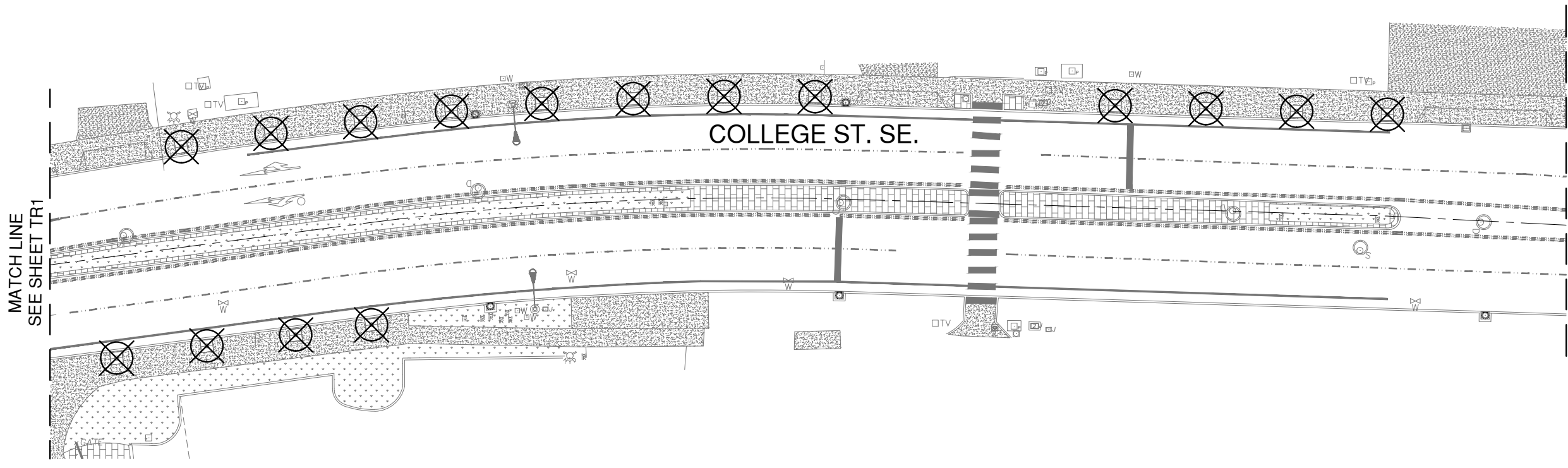
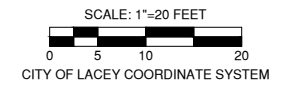


DESIGNED: BP  
 DRAFTED: BP  
 CHECKED: MH  
 HORZ. SCALE: 1"=20'  
 VERT. SCALE: N/A  
 FILE: TR.DWG

**COLLEGE & 22ND TREE REMOVAL**

REVISION BLOCK		
NO.	DATE	DESCRIPTION

SHEET NO.	PAGE NO.
TR1	1
DWG NO.	OF
D-24-29	2



### CONSTRUCTION NOTES


CITY STAFF SHALL BE RESPONSIBLE FOR CUTTING TREES TO AN -2' STUMP IN THE PROJECT LIMITS PRIOR TO CONTRACT WORK.

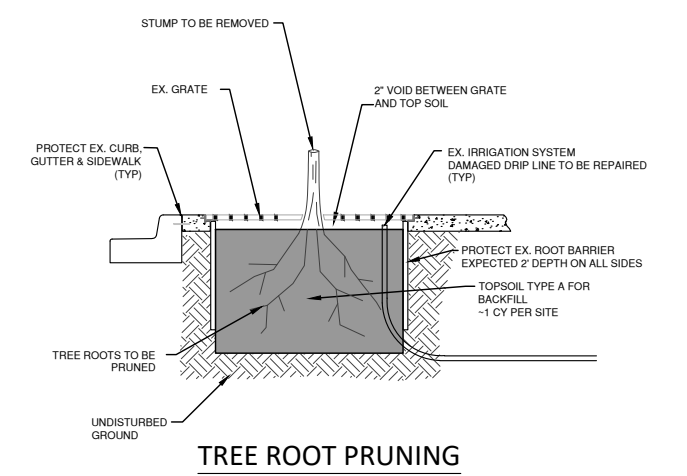
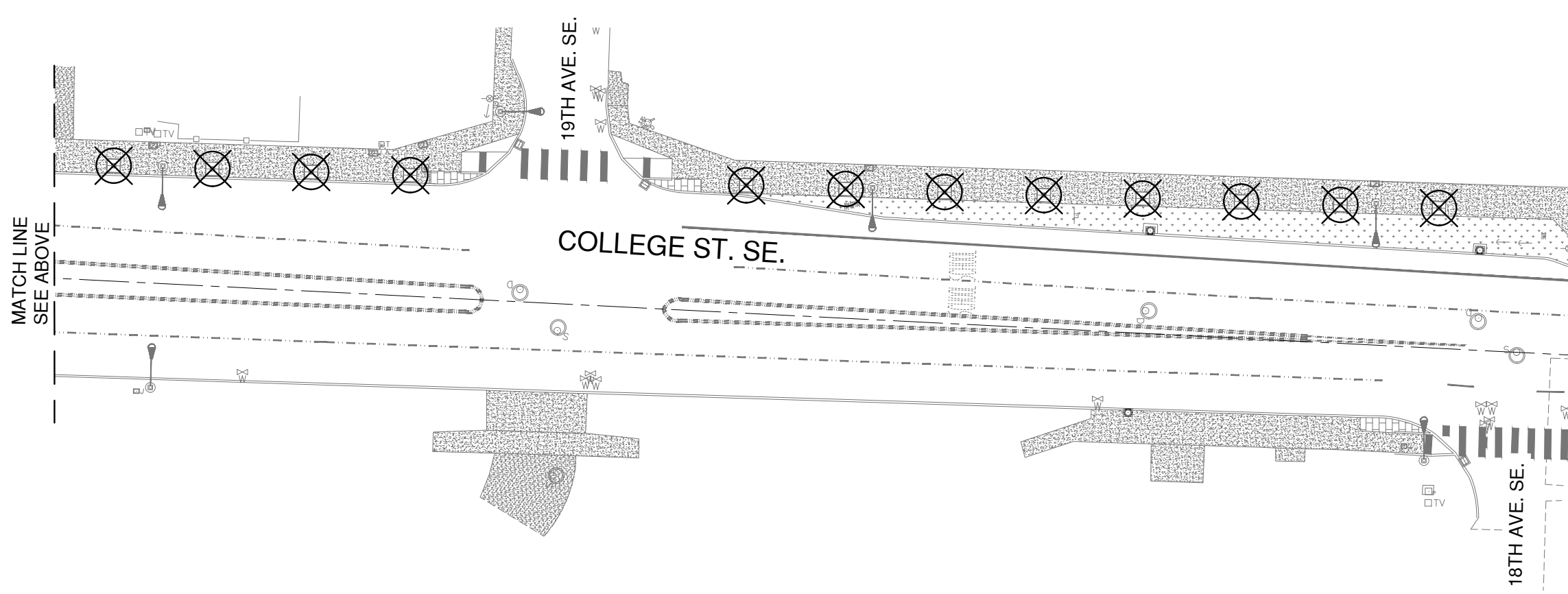
CONTRACTOR SHALL EXERCISE CAUTION NOT TO DAMAGE SURROUNDING SIDEWALK, CURBING, & ROOT BARRIER.

EXISTING TREE LOCATIONS ARE EXPECTED TO HAVE A DRIP IRRIGATION LINE LOOPED AROUND THE TREE ABOVE THE ROOT BALL.

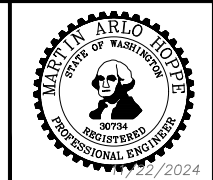
TREE ROOT PRUNING IS EXPECTED TO DAMAGE THE DRIP IRRIGATION LINE BEYOND THE POINT OF SALVAGE. CONTRACTOR SHALL INSTALL A NEW LINE PER SPECIFICATIONS IN SECTION 8-03, IRRIGATION SYSTEMS.

### LEGEND

 TREE ROOT PRUNING & IRRIGATION SYSTEM MODIFICATION AND ADJUSTMENT SEE DETAIL BELOW



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



DESIGNED: BP  
 DRAFTED: BP  
 CHECKED: MH  
 HORZ. SCALE: 1"=20'  
 VERT. SCALE: N/A  
 FILE: TR.DWG

## COLLEGE & 22ND TREE REMOVAL

REVISION BLOCK		
NO.	DATE	DESCRIPTION

SHEET NO.	PAGE NO.
TR2	2
DWG NO.	OF
D-24-29	2

# I

## CSWPPP

# Construction Stormwater Pollution Prevention Plan (CSWPPP)

**City of Lacey**  
420 College Street SE  
Lacey, WA 98503

# TABLE OF CONTENTS

<b>CONTACT INFORMATION/RESPONSIBLE PARTIES</b> .....	I
<b>KEY TERMS</b> .....	ii
<b>1. CONSTRUCTION STORMWATER POLLUTION PREVENTION ELEMENTS</b> .....	1
1.1 Objective of the Stormwater Pollution Prevention Plan.....	1
1.2 Summary of Elements.....	1
1.3 Element #1: Preserve Vegetation/Mark Clearing Limits.....	1
1.4 Element #2: Establish Construction Access.....	2
1.5 Element #3: Control Flow Rates.....	2
1.6 Element #4: Install Sediment Controls.....	3
1.7 Element #5: Stabilize Soils.....	3
1.8 Element #6: Protect Slopes.....	4
1.9 Element #7: Protect Drain Inlets .....	5
1.10 Element #8: Stabilize Channels and Outlets.....	5
1.11 Element #9: Control Pollutants.....	5
1.12 Element #10: Control Dewatering .....	6
1.13 Element #11: Maintain BMPs.....	6
1.14 Element #12: Manage the Project.....	6
1.14.1 Phasing of Construction.....	6
1.14.2 Seasonal Work Limitations.....	6
1.14.3 Inspection and Monitoring .....	7
1.14.4 Maintenance of the SWPPP.....	7
1.15 Element #13: Protect Low-Impact Development (LID) BMPs.....	7

## KEY TERMS

BMPs	best management practices
CESCL	Certified Erosion and Sediment Control Lead
CSWGP	Construction Stormwater General Permit
DOE	Washington State Department of Ecology
LID	low-impact development
SDM	City of Lacey Storm Design Manual
SPCC	Spill Prevention, Control, and Countermeasures
SWPPP	Stormwater Pollution Prevention Plan
TESC	Temporary Erosion and Sediment Control
TMDL	total maximum daily load

# 1. CONSTRUCTION STORMWATER POLLUTION PREVENTION ELEMENTS

## 1.1 Objective of the Stormwater Pollution Prevention Plan

The purpose of a Construction Stormwater Pollution Prevention Plan (SWPPP) is to describe the potential for pollution problems on a construction project. The SWPPP also explains and illustrates the measures to be taken on the construction site to control these problems. This SWPPP is prepared according to the guidance of the City of Lacey 2022 Stormwater Design Manual (SDM) which is based on the 2019 Stormwater Management Manual for Western Washington – Washington State Department of Ecology (DOE) that has been revised for local application. The SDM describes thirteen necessary elements of construction stormwater pollution prevention. These thirteen elements include: preserving vegetation/mark clearing limits, establish construction access, control flow rates, install sediment controls, stabilize soils, protect slopes, protect drain inlets, stabilize channels and outlets, control pollutants, control de-watering, maintain Best Management Practices (BMPs), manage the project, and protect low-impact development BMPs. These elements have been addressed as follows.

## 1.2 Summary of Elements

The BMPs listed in this report, or their equivalent, are required. For linear projects such as roadway construction, modifying or adapting a BMP may be necessary to address unique stormwater protection challenges. Any revisions by the contractor to the BMPs listed in the SWPPP shall be approved by the Engineer. Therefore, if the contractor does not require a BMP or needs to modify a BMP, the contractor shall document the reasons and update the SWPPP to match what is being implemented in the field. A copy of the BMPs can be found in Appendix A.

## 1.3 Element #1: Preserve Vegetation/Mark Clearing Limits

Prior to any land disturbing activities, the construction limits shall be marked prior to any clearing to restrict clearing to the approved limits. Sensitive areas, wetland buffers, and preserved trees/vegetation shall be marked with fencing or staking flags. A high visibility fence shall be installed to delineate the location and control access of each site to be demolished prior to any work in accordance with BMP C103. The Contractor shall use best judgement selecting of the type of fencing (high orange fencing, chain-link with placards, or high visible silt fence) to be utilized based off public access to site location. A silt fence shall be installed separately or in conjunction with the high visibility fence to contain loose sediment associated with project demolition or grading within the project limits in accordance with BMP C233.

The native top soil, natural vegetation, and existing trees shall be retained in an undisturbed state to the maximum extent practicable. If it is not practicable to retain the native top soil in place, it should be stockpiled on-site, covered to prevent erosion, and replaced immediately upon completion of the ground disturbing activities. The Contractor shall determine if construction is not possible due to presence of vegetation/tree, and shall clear, grub, and dispose of accordingly.

**Installation Schedule:** March/April 2024 or as Contractor sees fit per construction phasing

**Inspection and Maintenance Plan:**

- If the fencing or clearing limits are observed to be damaged or visibility is reduced, it shall be repaired and/or replaced immediately and visibility restored.

## 1.4 Element #2: Establish Construction Access

Existing asphalt roads and parking lots within in the construction perimeter will be utilized as construction access to the maximum extent feasible. Locations where the existing roads are to be removed or intersections with an existing road not within the construction perimeter a stabilized construction entrance shall be constructed to minimize the tracking of sediment onto any public road. Construction vehicle access and exit shall be limited to one route, if feasible. This stabilized construction entrance shall be constructed in accordance with the requirements of BMP C105.

If sediment is tracked off-site, public roads shall be cleaned thoroughly at the end of each day, or more frequently during wet weather. Sediment shall be removed from roads by shoveling or pickup sweeping and shall be transported to a controlled sediment disposal area. Street washing will be allowed only after sediment is removed.

Should tracking of sediments off-site continue to occur, wheel washes or construction road and parking area stabilization may be needed (BMPs 106 and 107).

**Installation Schedule:** March/April 2024 or as Contractor sees fit per construction phasing

### **Inspection and Maintenance Plan:**

- If sediment or quarry spalls are observed being tracked onto pavement, then alternative measures to keep the street free of sediment shall be used. This may include replacement/cleaning of existing quarry spalls, street sweeping, an increase in the dimensions of the entrance, or the installation of a wheel wash.
- If a wheel wash is installed, the wheel wash should start out the day with fresh water, and the wash water should be changed a minimum once per day. The Contractor shall determine the frequency of changing the wash water.

## 1.5 Element #3: Control Flow Rates

Permanent and temporary stormwater facilities shall be constructed as one of the first steps of site grading, and will be observed to function properly before constructing site improvements. Stormwater runoff shall be observed during storm events to ensure flow rates are not increased to cause erosion to off-site locations. Temporary interceptor swales are proposed to convey runoff into a temporary sediment pond before discharging and infiltrating on-site or to existing roadside ditches and storm system catch basins. If substantial flow rates are observed, check dams shall be installed to promote ponding and reduce flow rates within the swales. Temporary swales shall be constructed according to BMP C200, and shall be stabilized with temporary vegetation or other channel protection during construction. Temporary sediment ponds shall be constructed according to BMP C241.

**Installation Schedule:** March/April 2024 or as Contractor sees fit per construction phasing

### **Inspection and Maintenance Plan:**

- Immediately remove sediment from within the flow path of the temporary swale following a rainfall event.
- If a temporary sediment pond is utilized, the sediment collected shall be removed from the pond when it reaches 1-foot in depth.
- Any damage to the temporary sediment pond embankments or slopes shall be repaired.

## 1.6 Element #4: Install Sediment Controls

To minimize the discharge of pollutants offsite, erosion and sediment controls will be installed along site perimeter as needed. Stormwater runoff from disturbed areas shall be routed through an appropriate sediment removal BMP per the Contractor's best judgement prior to runoff discharging off-site or into drain inlets. Runoff from fully stabilized areas may be discharged without a sediment removal BMP, but must ensure downstream waterways are protected from erosion due to increases in the volume, velocity, and peak flow rate of stormwater from the project site. Silt fence barriers shall be constructed in accordance with BMP C233.

In addition to silt fencing, the following BMPs are may be implemented where appropriate:

- BMP C230 – Straw Bale Barrier
- BMP C231 – Brusher Barrier
- BMP C232 – Gravel Filter Berm
- BMP C234 – Vegetated Strip
- BMP C235 – Straw Wattles
- BMP C240 – Sediment Trap
- BMP C241 – Temporary Sediment Pond
- BMP C 251 – Construction Stormwater Filtration

**Installation Schedule:** March/April 2024 or as Contractor sees fit per construction phasing

### **Inspection and Maintenance Plan:**

- Repair any damage immediately.
- Intercept and convey all evident concentrated flows uphill of the silt fence to a sediment pond.
- Remove sediment deposits when the deposit reaches approximately one-third of the height of the silt fence, or install a second silt fence.
- Replace filter fabric that has deteriorated due to ultraviolet breakdown.

## 1.7 Element #5: Stabilize Soils

All exposed and unworked soils shall be stabilized by application of effective BMPs, which protect the soil from the erosive forces of raindrop impact, flowing water, and from wind erosion. Construction schedule phasing shall be planned to reduce the amount of soil exposed during construction activity.

From October 1 through April 30, no soils shall remain exposed and un-worked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and un-worked for more than 7 days. This condition applies to all soils on-site, whether at final grade or not. Soils to be stabilized at the end of shifts prior to holidays or weekends based on weather forecasts per Contractor's best judgement.

In areas where the soils will remain un-worked for more than 30 days or have reached final grade, seeding and mulching shall be used in accordance with BMPs C120 and C121. If the soil stockpile slope is 2H:1V or greater with at least 10 feet of vertical relief, nets, or blankets shall be used according to BMP C122. Plastic covering shall be used on disturbed areas that require cover less than 30 days per BMP C123. Sod shall be used in accordance with BMP C124 for disturbed areas that require immediate vegetative cover. Dust control shall be used as needed to prevent wind transport of dust from disturbed soil surfaces and in accordance with BMP C140. Contractor to utilize available non-potable water from on-site sources or provide water tanker in order to spray down disturbed soils to minimize dust produced from construction activities.

In addition, the following BMPs may be used to stabilize soils where appropriate:

- BMP C125 – Topsoiling
- BMP C130 – Surface Roughening
- BMP C131 – Gradient Terraces

**Installation Schedule:** March/April 2024 or as Contractor sees fit per construction phasing

**Inspection and Maintenance Plan:**

- Reseed any seeded areas that fail to establish at least 80 percent cover. If reseeding is ineffective, use an alternative method such as sodding, mulching, or nets/blankets to stabilize soils.
- Reseed and protect by mulch any areas that experience erosion after achieving adequate cover.
- Supply seeded areas with adequate moisture, but do not water to the extent that runoff is generated.
- If the grass is unhealthy, the cause shall be determined and appropriate action taken to reestablish a healthy groundcover. If it is impossible to establish a healthy groundcover due to frequent saturation, instability, or some other cause, the sod shall be removed, the area seeded with an appropriate mix, and protected with a net or blanket.
- Damaged or torn plastic sheets shall be replaced and open seams shall be repaired.
- Respray areas as needed to keep dust to a minimum.

## 1.8 Element #6: Protect Slopes

Slopes will be stabilized as indicated in Element #5 above. Cut and fill slopes shall be constructed in a manner that will minimize erosion. In addition, the following BMPs may be implemented where appropriate:

- BMP C200 – Interceptor Dike and Swale
- BMP C205 – Subsurface Drains
- BMP C206 – Level Spreader
- BMP C207 – Check Dams

**Installation Schedule:** March/April 2024 or as Contractor sees fit per construction phasing

**Inspection and Maintenance Plan:**

- BMPs to be inspected after every runoff event to ensure that they are functioning correctly.

## 1.9 Element #7: Protect Drain Inlets

All storm drain inlets made operable during construction, as well as all existing structures within the project limits, shall be marked and protected so that stormwater runoff shall not enter the conveyance system without first being filtered or treated to remove sediment. Install catch basin sock filters or approved equal as shown on the TESC Plans and in accordance with BMP C220 or WSDOT standard I-40.20-00.

Contractor to prevent sediment and street wash water to enter storm drains without prior and adequate treatment.

**Installation Schedule:** March/April 2024 or as Contractor sees fit per construction phasing

**Inspection and Maintenance Plan:**

- Inlets to be inspected weekly at a minimum and daily during storm events.
- Inlet protection devices shall be cleaned and removed and replaced when sediment has filled one-third of the available storage (unless a different standard is specified by the product manufacturer).
- Do not wash sediment into storm drains while cleaning.

## 1.10 Element #8: Stabilize Channels and Outlets

The temporary drainage swales shall provide stabilization, including armoring material, adequate to prevent erosion of outlets, slopes, and downstream reaches. The Contractor to contact Design Engineer for appropriate dimensions of conveyance channels if utilized.

**Installation Schedule:** March/April 2024 or as Contractor sees fit per construction phasing

**Inspection and Maintenance Plan:**

- Inspect and repair as needed.
- Install channel lining if erosion is observed.
- Install check dams if concentrated flow rates are observed during and after a runoff event.

## 1.11 Element #9: Control Pollutants

All pollutants, including waste materials and demolition debris, that occur on-site during construction shall be handled and disposed of in a manner that does not cause contamination of stormwater. Maintenance and repair of heavy equipment and vehicles involving oil changes, hydraulic system drain down, solvent and de-greasing cleaning operations, fuel tank drain down and removal, and other activities which may result in discharge or spillage of pollutants to the ground or into stormwater runoff must be conducted using spill prevention measures, such as drip pans. Emergency repairs may be performed on-site using temporary plastic placed beneath, and if raining, over the vehicle. Application of agricultural chemicals, including fertilizers and pesticides, shall be conducted in a manner and at application rates that will not result in loss of chemical to stormwater runoff. Manufacturers' recommendations shall be followed for application rates and procedures.

Two source control BMPs will apply to this project:

- A Spill Prevention Control and Countermeasures Plan (prepared by Contractor)
- Street Sweeping (as needed during construction by Contractor)

**Installation Schedule:** March/April 2024 or as Contractor sees fit per construction phasing

**Inspection and Maintenance Plan:**

- Contaminated surfaces shall be cleaned immediately following any discharge or spill incident.
- Source control BMPs shall be utilized to prevent the likelihood of pollutants being introduced on-site.

## 1.12 Element #10: Control Dewatering

It is not anticipated that dewatering will be required for this project.

## 1.13 Element #11: Maintain BMPs

All temporary and permanent erosion and sediment control BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function. All maintenance and repair shall be in accordance with BMPs.

Sediment control BMPs shall be inspected weekly or after a runoff-producing storm event during the dry season and daily during the wet season.

All temporary erosion and sediment control BMPs shall be removed within 30 days after final site stabilization is achieved, or after the temporary BMPs are no longer needed. Trapped sediment shall be removed or stabilized on-site. Disturbed soil areas resulting from removal of BMPs or vegetation shall be permanently stabilized.

## 1.14 Element #12: Manage the Project

### 1.14.1 Phasing of Construction

The project shall be phased where feasible in order to prevent, to the maximum extent practicable, the transport of sediment from the site during construction. Revegetation of exposed areas and maintenance of that vegetation shall be an integral part of the clearing activities for each phase. Installation of temporary sediment control devices shall be implemented in accordance with the respective phase of construction activities.

### 1.14.2 Seasonal Work Limitations

From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted if silt-laden runoff will be prevented from leaving the construction site.

The following activities are exempt from the seasonal clearing and grading limitations:

- Routine maintenance and necessary repair of erosion and sediment control BMPs;
- Routine maintenance of public facilities or existing utility structures that do not expose the soil or result in the removal of the vegetative cover to the soil; and
- Activities where there is 100 percent infiltration of surface water runoff within the site in approved and installed erosion and sediment control facilities.

### 1.14.3 Inspection and Monitoring

All BMPs shall be inspected, maintained, and repaired as needed to ensure continued performance of their intended function.

Sampling and analysis of the stormwater discharges from the construction site may be necessary to ensure compliance with standards.

Whenever inspection and/or monitoring reveals that the BMPs identified in the construction SWPPP are inadequate, due to the actual discharge of or potential to discharge a significant amount of any pollutant, the construction SWPPP shall be modified, as appropriate, in a timely manner.

Site inspections shall be conducted by the identified CESCL. The CESCL must be on-site or on-call at all times during the duration of construction activities. The CESCL must examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen, and it is upon the CESCL's evaluation of the effectiveness of BMPs to determine if it is necessary to install, maintain, or repair BMPs to improve quality of stormwater discharges.

The CESCL must inspect all areas disturbed by construction activities, all BMPs, and all stormwater discharge points at least once every calendar week and within 24 hours of any discharge from the site. The CESCL may reduce this inspection frequency for temporary stabilized or inactive sites to once every calendar month through the duration of construction activities.

### 1.14.4 Maintenance of the SWPPP

A copy of this Construction SWPPP must be on-site or within reasonable access to the site.

If there is a change in the design, operation or maintenance at the construction site that could have a significant effect on the discharge of pollutants to the waters of the State, this Construction SWPPP must be modified to meet those changes.

Additionally, the SWPPP must be modified if, during inspections, it is determined that the Construction SWPPP is ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. Additional or modified BMPs will be included to correct problems identified. Revisions to the Construction SWPPP must be made within 7-days following the inspection.

BMPs that apply to the maintenance of the SWPPP include:

- BMP C150: Materials on Hand
- BMP C160: Certified Erosion and Sediment Control Lead
- BMP C162: Scheduling

## 1.15 Element #13: Protect Low Impact Development (LID) BMPs

The primary purpose of On-Site Stormwater Management is to reduce the disruption of the natural site hydrology through infiltration. BMPs used to meet CR5: On-Site Stormwater Management, also called LID BMPs, are permanent BMPs.

Protection of all LID BMPs will be necessary throughout the duration of the project, and as required per the Contract Agreement.

Protection of the LID BMPs includes, but is not limited to:

- Protection from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the LID BMPs. Restore the BMPs to their functioning condition if they accumulate sediment during construction. Restoring the BMP must include removal of sediment and any sediment-laden Bioretention/Rain Garden soils, and replacing the removed soils with soils meeting the design specification.
- Maintain the infiltration capabilities of LID BMPs by protecting against compaction by construction equipment and foot traffic. Protect completed lawn and landscaped areas from compaction due to construction equipment.
- Keep all heavy equipment off existing soils under LID BMPs that have been excavated to final grade to retain the infiltration rate of the soils.

Additional information is available in the *Low impact Development Technical Guidance Manual for Puget Sound* (Hinman and Wulkan 2012) for more details on protecting LID integrated management practices. This information regarding this manual is for additional information purposes only.

BMPs that may be implemented for protection where appropriate:

- BMP C102: Buffer Zone
- BMP C103: High-Visibility Fence
- BMP C207: Check Dams
- CMP C233: Silt Fence