



Marvin Road Annexation Signal Improvements

LACEY CONTRACT NUMBER PW 2023-27

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

LACEY PROJECT NUMBER PW 2023-27

***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

LACEY CONTRACT NUMBER PW 2023-27

CITY OF LACEY

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



8/20/25

Jon Howe, P.E.
City of Lacey

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INVITATION FOR BIDS

MARVIN ROAD ANNEXATION SIGNAL IMPROVMENT

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., **September 25, 2025**, at which time bids will be publicly opened for the following work:

This contract provides for the modification of two existing traffic signal systems including but not limited to installation, modification and/or removal of electrical service cabinets, traffic signal control cabinets, audible pedestrian pushbutton systems, illuminated street name signs, vehicle detection systems and traffic signal heads. This contract also provides for the installation of traffic signal interconnect cabling.

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. Any questions regarding this contract can be directed to:

Jon Howe, P.E.
Jon.howe@cityoflacey.org

The range for this project is \$170,000 to \$200,000.

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A INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

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

Each Bidder shall submit to the City Clerk, Lacey, Washington a sealed bid endorsed upon the outside wrapper with **Marvin Road Annexation Signal Improvement** 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

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 the provided form 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. Photocopies will not be accepted. See Specification section 1-02.7 for more information.
- Non-Collusion and Debarment Affidavit

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

- Certification of Compliance with Wage Payment Statutes

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

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

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

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

B

BID DOCUMENTS

CITY OF LACEY

Lacey Contract Number: PW 2023-27

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

Table with 7 columns: No., Quantity, Unit, Item ID, Item Description, Unit Price, Extended Price. Rows include items like Minor Change, Mobilization, Traffic Signal System #1, etc.

Schedule A Subtotal: _____

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

Schedule A Total: _____

Contract Total: _____
(All Schedules)

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 2023-27** for the “**Marvin Road Annexation Signal Improvement**” 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

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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*, 2025 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 modification of two existing traffic signal systems including but not limited to installation, modification and/or removal of electrical service cabinets, traffic signal control cabinets, audible pedestrian pushbutton systems, illuminated street name signs, vehicle detection systems and traffic signal heads. This contract also provides for the installation of traffic signal interconnect cabling.

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 Examination of Plans, Specifications and Site of Work

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

(November 25, 2024 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 DBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. 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

(June 30, 2025 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 contracting directly with the prime contract bidder 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. No more than one subcontractor for each category of work identified shall be listed, except, when subcontractors vary with Bid alternates, in which case the Bidder shall identify which subcontractor will be used for which alternate. Failure to submit with the Bid or provide supplemental information as permitted by RCW no later than 48 hours after the time for delivery of the Proposal will make this Bid Nonresponsive and ineligible for Award.

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 **(September 3, 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 Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
 - k. 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
(December 30, 2022 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

(July 8, 2024 APWA GSP Option A)

Revise this section to read:

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

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a) Is registered with the Washington State Insurance Commissioner, and
 - b) Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a) Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b) Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-04 SCOPE OF THE WORK

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

(November 20, 2020 Lacey GSP)

Revise the second paragraph to read:

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

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

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1-04.5 Procedure, Protest, and Dispute by the Contractor **(January 19, 2022 APWA GSP)**

Revise item 1 of the first paragraph to read:

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

1-04.6 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

1-05.7 Removal of Defective and Unauthorized Work **(November 4, 2024 WSDOT GSP 1-05.7.OPT1.2026)**

Section 1-05.7, including title and subsections, is deleted and replaced with the following:

Nonconforming Work

The Contracting Agency will not pay for Nonconforming Work.

Nonconforming Work is Work that in any way fails to meet the requirements of the Contract. This includes, but is not limited to:

- Work that does not conform to Contract requirements
- Work that does not meet Contract requirements
- Work done beyond the lines and grades set by the Plans or the Engineer
- Extra Work and materials furnished without the Engineer’s written approval
- Defective Work
- Noncompliant Work
- Nonconforming Work
- Out of specification Work
- Rejected Work
- Unacceptable Work
- Unauthorized Work
- Unsuitable Work

- Unsatisfactory Work

Identification of Nonconforming Work

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work during inspection of Work that has been completed, is at an identified hold point, or has been identified by the Contractor as ready for inspection. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

Reporting of Nonconforming Work

Unless otherwise specified, the Contractor shall immediately report all Nonconforming Work to the Engineer along with any relevant information about how the Nonconforming Work shall be remediated. The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contract requires the use of the WSDOT Unifier system for Document Control in accordance with Section 1-04.2, reporting and remediation submittals shall follow the “Nonconformance Report” business process in Unifier.

Remediation of Nonconforming Work

Remediation to correct Nonconforming Work shall be completed as soon as possible. However, unless otherwise specified, the Contractor shall not proceed with implementing the remedy until the Engineer has accepted the Contractor’s proposed remedy. Any remedial work done prior to the Engineer’s acceptance shall be at the Contractor’s sole risk and will be subject to further rejection or remediation. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer’s decision is final and not subject to protest.

Remediation shall be classified in one of the following categories:

1. Rework to Contract requirements
2. Remove and replace
3. Repair to acceptable standards

When disputes occur over which category a remedy belongs, the Engineer’s decision will be final and binding.

Rework to Contract Requirements

To be considered rework, the design and construction standards of the proposed completed Work, in the sole judgment of the Engineer, shall meet the design and construction standards applicable to the project.

Reporting of Nonconforming Work that is reworked is not required if all of the following conditions are met:

1. The remediation shall be completed in the same shift as the Nonconforming Work was identified.
2. It shall be remedied without damaging other Work.
3. It shall be remedied without putting the public at risk.
4. The Contractor’s proposed remedy is in accordance with the Contract requirements.
5. The Engineer does not request the Nonconforming Work be reported.

Examples of Nonconforming Work that may not need reported if reworked include:

- Missing dobies prior to concrete pouring

- Rebar spacing and missing rebar
- Out of plumb luminaire or sign pole/post

For all other rework the Contractor shall submit all relevant information to the Engineer. The Contractor shall include Type 2 Working Drawings. The Type 2 Working Drawings shall explain how the nonconforming work will be reworked including repairs that will achieve the Contract requirements. For preapproved repair procedures, Type 1 Working drawings shall be included in lieu of the Type 2 Working Drawings.

Remove and Replace

To be considered as remove and replace, the Nonconforming Work shall be removed and replaced and the design and construction standards of the proposed completed Work, in the sole judgment of the Engineer, shall meet the design and construction standards applicable to the project.

Reporting of Nonconforming Work that is removed and replaced is not required if all of the following conditions are met:

1. The remedy shall be completed in the same shift the Nonconforming Work was identified.
2. It shall be removed and replaced without damaging other Work.
3. Both the removal and the replacement meet all Contract requirements.
4. The Engineer does not request the Nonconforming Work be reported.

Examples of Nonconforming Work that may not need reported if removed and replaced include:

- Decompacting and recompacting a lift of embankment to meet compaction requirements
- Removing and replacing an installed and dented luminaire pole with a new one.

For all other remove and replace Work, the Contractor shall submit all relevant information, including Working Drawings of the Type requested by the Engineer.

The Working Drawings shall include how the nonconforming Work will be removed and replaced including protection of other Work if needed. Type 2 Working Drawings shall be required, unless the remediation requires engineering, in which case, Type 2E Working Drawings shall be provided.

Repair to an Acceptable Standard

At the Contractor's written request, the Engineer may approve remediation that includes repairing to an acceptable standard that does not meet the Contract requirements with an appropriate price reduction that may range from no reduction to no payment.

To request to repair Nonconforming work to an acceptable standard, the Contractor shall submit all relevant information. Remedies proposed for this category shall include Type 2E Working Drawings. The Type 2E working drawings shall indicate whether the Work, as repaired, will achieve the same load carrying capacity, and shall assess the effects of the repair on the durability of the Work. Calculations shall be provided to demonstrate that the Work, as repaired, will perform the intended functions for its intended design life.

1-05.11 Final Inspections and Operational Testing **(October 1, 2005 APWA GSP)**

Delete this section and replace it with the following:

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

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

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

Add the following new section:

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

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

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

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

Revise the second paragraph to read:

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

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

Add the following new section:

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

1-05.18 Record Drawings
(April 1, 2024 Lacey GSP Option A)

Add the following new section:

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

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

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

Turn the record drawings over to the Engineer for review and approval prior to final payment. This work is considered incidental to the contract and no additional compensation is allowed.

1-06 CONTROL OF MATERIAL

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

The second sentence of first paragraph is revised to read:

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

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

The first paragraph is revised to read:

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

Supplement this section with the following:

The Contractor shall submit sufficient information that describes the materials proposed as defined and described in these specifications and plans within 10 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.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

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

Supplement this section with the following:

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

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

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

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

1-07.1 Laws to be Observed – Nighttime Work **(January 31, 2025 Lacey GSP)**

Section 1-07.1 is supplemented with the following:

Nighttime Construction Work Requirements

The Contractor shall perform nighttime Work within the Contracting Agency's Right-of-Way under the measures listed below to minimize construction noise:

1. All trucks performing export haul shall have well maintained bed liners as inspected and accepted by the Engineer.
2. Truck tailgate banging is prohibited. All truck tailgates shall be secured to prevent excessive noise from banging.

The Contracting Agency will provide the Nighttime Work Notification and the Contractor shall submit the following information to the Contracting Agency 10 working days prior to the start of nighttime Work:

- Start date and duration of the nighttime Work.
- List of the expected nighttime noise sources.
- List of noise mitigation measures to be implemented.

General

Failure of the Contractor to perform all obligations under this Special Provision will result in the suspension of all night Work until a corrective Work plan is accepted by the Engineer. Working days will continue to accrue during the period of suspension.

The Contractor shall be responsible for obtaining approval to perform nighttime Work outside the project limits such as staging areas.

Other noise mitigation measures may be required, and it is understood that the Contractor is responsible for devising methods that comply with all ordinances. Compliance with the above noise mitigation measures shall not be considered a warranty that the equipment or the activity will comply with all local regulations.

Payment

All costs to comply with the above nighttime Work requirements shall be included in the associated items of Work.

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

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

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

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

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the

Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.6 Permits and Licenses

[\(January 2, 2018 WSDOT 1-07.6.OPT1.FR1\)](#)

Section 1-07.6 is supplemented with the following:

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall

be responsible for obtaining Ecology’s approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Electrical	City of Lacey	

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan
[\(January 31, 2025 Lacey GSP\)](#)

The Contractor shall immediately notify the City of any hazardous material spill.

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

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

- \$1,000,000 Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.

1-07.23(1) Construction Under Traffic

(January 31, 2025 Lacey GSP)

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

The Contractor shall be responsible for removing 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.

Lane, shoulder, and roadway closures are only permitted as follows:

One lane of traffic shall be open at all times.

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. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway 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 7:00AM on the day after the holiday or holiday weekend.

All lane restrictions shall be held to a minimum time and length. Road closures will not be allowed except as shown in provided traffic control plans without additional approval. Lane closures shall comply with provided traffic control plans and these specifications. If the Contractor wishes to deviate from the approved plan, they shall submit a new traffic control plan to the Engineer at no additional cost to the agency a minimum of five working days prior to the proposed lane closure.

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.

Traffic Delays

Delays to traffic shall be held to a minimum. When Automated Flagging Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than 10 minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than 10 minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the 10 minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise their work operations to meet the 10 minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. Preference shall also be given to school buses when school is in session. The Contractor shall alert all flaggers and personnel of this requirement.

Advance Notification

The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure, shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

The Contractor shall notify the Engineer in writing ten working days in advance of any traffic impacts related to full roadway closure.

The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a minimum of 48 hours prior to the traffic impacts.

Public Notification

The Contractor shall furnish and install information signs that provide advance notification of a roadway closure a minimum of 5 working days prior to the closure. Sign locations, messages, letter sizes, and sign sizes are shown in the Plans.

The Contractor shall notify D'Andra Buchanan, Engineering Construction Manager, in writing, a minimum of 5 working days prior to each closure. The Contractor shall furnish copies of these notifications to the Engineer.

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(1)A Preconstruction Video
(January 31, 2025 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 visible drainage structures, 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.

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

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

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

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

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

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

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

1-08.0(2)A Lacey Hours of Work

(*****)

Add the following new section:

Lacey Municipal Code (LMC) Chapter 14.38.010, prohibits outside construction activities between the hours of 9:00 p.m. and 7:00 a.m. in or adjacent to residential zones of the City unless otherwise specified. 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.

The owner understands the nature of the work and Contractor’s continuous work period once the process begins. **All work which requires which impacts any travel lanes, intersection and/or traffic signal operation shall be done AT NIGHT between the hours of 9:00pm and 7:00am.** The contractor shall provide a schedule at least 5 working days in advance for approval by the Engineer. Contractor will submit Hours of Work at Preconstruction Conference along with schedule.

1-08.1(7)A Payment Reporting

(November 25, 2024 APWA GSP)

Delete this section and replace it with the following:

1-08.1(7)A 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.

1-08.4 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.

The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

1-08.5 Time for Completion

(*****)

This project shall be completed in accordance with the provisions of Section 1-08 of the Standard Specifications within **25** working days.

1-08.5 Time for Completion

(November 25, 2024 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 in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable Final Contract Voucher Certification
 - d. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - e. 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).
 - f. Property owner releases per Section 1-07.24

1-08.6 Suspension of Work **(February 15, 2023 Lacey GSP)**

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

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

Vehicle Detection System(s)

Charging of contract time will resume upon delivery of the critical materials to the Contractor or **Thirty (30)** calendar days, whichever occurs first.

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

Replace Section 1-08.9 with the following: Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway

users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision. Accordingly, the Contractor agrees: To pay liquidated damages in the amount of **\$200.00** 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. 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, liquidated damages identified 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. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

1-09 MEASUREMENT AND PAYMENT

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

1-10.5(1) Lump Sum Bid for Project (No Unit Items)
(November 4, 2024 WSDOT GSP)

In Section 1-10.5(1), the paragraph following the bid item "Project Temporary Traffic Control", lump sum is revised to read:

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 1-10 except for costs compensated by Bid Proposal items reinstated as described in Section 1-10.5(3).

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements
(***)**

Supplement this section with the following:

Existing traffic signal equipment shall be salvaged as determined by the engineer and delivered to the City of Lacey Maintenance & Operations Shop located at 1200 College St. S.E.

The Contractor shall use due care and caution during removal and transportation of the salvaged material so that no damage occurs to the salvaged material. Any damage caused by the Contractor shall be deducted from the amount due.

2-02.5 Payment
(***)**

Delete this section and replace with the following:

If no bid item for “Removal of Structures and Obstructions” is included, any work described in this section shall be incidental to the project.

8-05 LAWN AND LANDSCAPE RESTORATION

(*****)

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.

8-05.5 Payment

Modify this section with the following:

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

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL

8-20.1 Description

(*****)

Supplement this section with the following:

The contractor shall complete the following work included, but not limited to:

Marvin Rd & 3rd Ave – Replace traffic signal control cabinet, install an audible pedestrian push button system, install a vehicle detection system, install illuminated street name signs, install two traffic signal heads including indications, visors and backplates. Contractor shall remove existing signal control cabinet, remove existing pedestrian pushbuttons, remove existing street name signs and remove existing traffic signal heads which are replaced. New systems installed shall be complete and operable systems.

Marvin Rd & Steilacoom Rd – Replace traffic signal control cabinet, install an audible pedestrian push button system, install a vehicle detection system and install illuminated street name signs. Contractor shall change traffic signal and signal safety lighting circuits from existing WSDOT to existing City of Lacey electrical service cabinet. Contractor shall remove existing signal control cabinet, remove existing pedestrian pushbuttons, remove existing street name signs and remove existing WSDOT electrical service cabinet including utility connection. New systems installed shall be complete and operable systems.

8-20.1(3) Permitting and Inspection

(*****)

Add the following new section:

The Contractor shall obtain an Electrical Permit prior to performing any work on this project. Regular electrical inspections shall be scheduled by the Contractor.

The City of Lacey shall not charge the contractor for the Electrical Permit for the City of Lacey project. All costs to comply with the Electrical Permit shall be incidental to the project and no other compensation will be allowed.

8-20.2 Materials

(*****)

The City of Lacey shall provide the following materials for this project:

- **Fully loaded traffic signal control cabinet including traffic signal controller for both locations**
- **Polara audible pedestrian pushbutton system including pushbuttons, signs, pole mounts, cabinet control equipment for both locations**
- **Internally illuminated street name signs including: two (2) “3RD AVE SE”, two (2) “STEILACOOM RD SE” and four (4) “MARVIN RD SE”, mounting equipment to hang below mast arm, and wiring.**
- **The (2) four section traffic signal heads, tenon mounts, backplates, visors, and signal indications for Marvin Rd & 3rd Ave.**

All other materials including incidental material shall be supplied by the Contractor.

8-20.3(5)B Conduit Type

(November 20, 2020 Lacey GSP)

Modify this section with the following:

Conduit shall be schedule 40 polyvinyl chloride (PVC) of the size shown in the on the plans. Each spare conduit shall contain a 1/8 inch diameter nylon pull cord which shall be tied off at both ends.

8-20.3(5)E Method of Conduit Installation

(November 20, 2020 Lacey GSP)

Supplement this section with the following:

Unless noted otherwise in the plans or directed by the Engineer, conduit shall be open trenched.

Where shown in the plans or as directed by the Engineer, the Contractor shall push or bore the conduits under existing pavement, curb, and/or sidewalk by using approved methods of pushing or boring. The Contractor shall be responsible for any damages including but not limited to existing underground utilities during the pavement, curb, and/or sidewalk crossing.

The Contractor shall “window” existing utilities at expected crossing conflicts to ensure clearance while pushing the conduit. The Contractor shall be responsible for any damages including but not limited to existing underground utilities during construction activities.

The Contractor may elect to push or bore conduit runs where not specifically called out in the plans. If the Contractor elects to push or bore a conduit run not specifically called out, no additional compensation will be allowed.

All costs for pushing or boring operations shall be the responsibility of the Contractor and incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

8-20.3(6) Junction Boxes, Cable Vaults And Pull Boxes
(October 16, 2016 Lacey GSP)

Supplement this section with the following:

All new junction boxes, cables vaults, and pull boxes shall have locking lids per WSDOT Standard Plans.

Existing junction boxes within this project shall be adjusted as necessary.

No Logo is required on pull boxes. The cover marking shall identify “Lacey ITS”

All existing junction boxes within the project limits shall receive two one-inch tack welds between the lid and the frame. One weld will be located adjacent to the lifting hole and the other directly opposite the lid.

8-20.3(10) Services, Transformer, Intelligent Transportation System Cabinet
(November 20, 2020 Lacey GSP)

Supplement this section with the following:

The contractor shall modify the existing City of Lacey electrical service cabinet at Marvin Rd & Steilacoom Blvd as necessary to switch electrical service for the existing traffic signal and signal safety lighting from the existing WSDOT to City of Lacey electrical service cabinets.

Traffic signal cabinet branch circuit breakers shall be 30 amp and lighting branch circuit breakers shall be 30 amp minimum.

Contractor shall remove existing WSDOT electrical service cabinet, pedestal, conduit, risers, wiring, junction boxes not used by other components. Contractor shall work with utility purveyor to remove electrical service connection.

8-20.3(14)B Signal Heads
(November 20, 2020 Lacey GSP)

Supplement this section with the following:

All signal heads with the traffic signal system shall be LED optical units that meet the requirements of Section 9-29.16(2)A.

All signal faces will be 12 inches with aluminum tunnel visor and aluminum back plates painted all be flat black on front and dark black on back. Polycarbonate visors or back plates will not be allowed. No louvers will be allowed.

8-20.3(14)F Video Detection
(November 20, 2020 Lacey GSP)

Add the following new section:

The product supplier of the video detection system shall supervise the installation and the testing of the video equipment. A factory certified representative from the manufacturer shall be on-site during installation. The factory representative shall install, make fully operational, and test the system as indicated on the intersection drawings and this specification.

The Contractor shall provide video detection prior to removal of any existing signal loops.

8-20.5(5)A Payment **(November 20, 2020 Lacey GSP)**

Section 8-20.5 is supplemented by the following:

The City of Lacey shall not charge the contractor for the Electrical Permit for the City of Lacey project. All costs to comply with the Electrical Permit shall be incidental to the project and no other compensation will be allowed.

Payment will be made on the systems as follows:

“Traffic Signal System #1”, Lump Sum for Location Marvin Rd & 3rd Ave

“Traffic Signal System #2”, Lump Sum for Location Marvin Rd & Steilacoom Rd

All costs for installing a service providing power to both the signal and illumination shall be included in the contract price for the signal system.

The lump sum unit price shall be full pay for furnishing all labor, materials (not supplied by contracting agency, see section 8-20.2 materials), tools, and equipment necessary for the construction of the complete electrical system, modifying existing systems, or both, as shown in the plans and herein specified including excavation, backfilling, concrete foundations, conduit, wire, breakers, adjusting junction boxes, restoring facilities destroyed or damaged during construction, salvaging existing materials, and for making all required tests. All additional materials and labor, not shown in the plans or called for herein and which are required to complete the fully operational electrical system, shall be included in the lump sum contract price.

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

9-29 ILLUMINATION, SIGNALS, ELECTRICAL

**9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable
(July 5, 2018 Lacey GSP)**

Supplement this section with the following:

All traffic signal heads shall be separately wired between the signal head and the terminal cabinets.

Field Wiring Chart

501	AC+ Input	516-520	Railroad Preempt
502	AC- Input	521-540	Emergency Preempt
503-510	Control Displays	541-580	Coordination
511-515	Sign Lights	581-599	Spare

Movement Number	1	2	3	4	5	6	7	8	9
Vehicle Head									
Red Ball	611	621	631	641	651	661	671	681	691
Yellow Ball	612	622	632	642	652	662	672	682	692
Green Ball	613	623	633	643	653	663	673	683	693
Spare	614	624	634	644	654	664	674	684	694
Spare	615	625	635	645	655	665	675	686	695
AC-	616	626	636	646	656	666	676	686	696
Red Auxiliary	617	627	637	647	657	667	677	687	697
Yellow Auxiliary	618	628	638	648	658	668	678	688	698
Green Auxiliary	619	629	639	649	659	669	679	689	699

Ped Heads & Dets.									
Don't Walk	711	721	731	741	751	761	771	781	791
Walk	712	722	732	742	752	762	772	782	792
AC-	713	723	733	743	753	763	773	783	793
Detection	714	724	734	744	754	764	774	784	794
Common Detection	715	725	735	745	755	765	775	785	795
Spare	716	726	736	746	756	766	776	786	796
Spare	717	727	737	747	757	767	777	787	797
Spare	718	728	738	748	758	768	778	788	798

Movement Number	1	2	3	4	5	6	7	8	9
Spare	719	729	739	749	759	769	779	789	799
Detection									
AC+	811	821	831	841	851	861	871	881	891
AC-	812	822	832	842	852	862	872	882	892
Common Detection	813	823	833	842	853	863	873	883	893
Detection A	814	824	834	844	854	864	874	884	894
Detection B	815	825	835	845	855	865	875	885	895
Loop 1 Out	816	826	836	846	856	866	876	886	896
Loop 1 In	817	827	837	847	857	867	877	887	897
Loop 2 Out	818	828	838	848	858	868	878	888	898
Loop 2 In	819	829	839	849	859	869	879	889	899
Loop 3 Out	911	921	931	941	951	961	971	981	991
Loop 3 In	912	922	932	942	952	962	972	982	992
Loop 4 Out	913	923	933	943	953	963	973	983	993
Loop 4 In	914	924	934	944	954	964	974	984	994
Loop 5 Out	915	925	935	945	955	965	975	985	995
Loop 5 In	916	926	936	946	956	966	976	986	996
Loop 6 Out	917	927	937	947	957	967	977	987	997
Loop 6 In	918	928	938	948	958	968	978	988	998
Spare	919	929	939	949	959	969	979	989	999

9-29.8 Internally Illuminated Street Sign
(November 20, 2020 Lacey GSP)

Note: For reference only. Internally illuminated street name signs supplied by the City of Lacey.

Add the following new section:

Internally illuminated LED aluminum signs shall be manufactured by:

Temple Edge-Lit Flip, or approved equal.

All signs shall be double faced, except where single-faced signs are specified. Sign sheeting shall be made of Type IV Micro Prismatic Retroreflective Element material. Sign layout diagrams shall be submitted to the City for review prior to sign manufacture.

Street name sign shall be constructed to the dimensions identified in the MUTCD for a R3-1 with highway style C lettering with initial upper-case letter of 8 inches in height and lower-case letter of 6 inches with in height. Included on the sign face shall be a blank area of 10”x10” reserved on the left side for the city’s logo.

9-29.13(10) Traffic-Actuated Controllers (Traffic Signals)
(November 20, 2020 Lacey GSP)

Note: For reference only. Signal control cabinets and controllers supplied by the City of Lacey.

Supplement this section with the following:

Type 2070 ASC/3 RM controllers for traffic signal systems shall be housed in a City of Lacey Model 333SD ITS/ATC cabinet. A police panel with door, stainless steel hinge pin, and lock shall be provided.

Two police keys, a minimum of 1 3/4" long shall be provided with each cabinet. Each of these cabinets shall be furnished with the equipment described in this section.

Signal cabinet equipment requirements shall include the following:

City of Lacey Model 333SD Cabinet (See Rack Layout Figure 9-29.13.A-1).

333SD Housing

8" Riser Base

Cabinet Rack #1 (Left Side as viewed from front)

1 – Slide out Drawer Assembly

1 – PDA #2 with 206 Power Supply

1 – Output File #1B

1 – Detector Test Panel

1 – Aux File

Cabinet Rack #2 (Right Side as viewed from front)

1 – Pull out shelf for display monitor

2 – Input Files ("I" and "J")

1 – Video Detection 4 camera interface Panel

2 – 336 Battery/Equipment Shelves

1 – 12 Position AC Outlet Strip (Rear)

333SD WSDOT C1 Harness

336 Service Panel

333 Input Panel

333 Interconnect Panel

Front Fan Panel

Rear Fan Panel

Rear Fluorescent Lamp

Generator Bypass Switch

TSP GPS Gray Antenna mounted on top of cabinet

Cabinet Plug-in Modules

6 – Model 430 Flash Transfer Relay

2 – Model 204 Two Circuit Flasher (25 Amp Output)

16 – Model 200 Load Switch (25 Amp)

2 – Model 242 DC Isolators

10 – Model LMD-224 four channel Detectors (or equivalent)

1 – EDI Model 2010ECL Conflict Monitor (CMU)

All assemblies and files shall be mounted on the cage mounting rails per cabinet model detail. Cabinet model interface wiring shall be per specified C1 Harness, detailed wiring lists, and required One Line Wiring.

The cabinet shall be delivered mounted on a wood shipping pallet. The pallet shall be bolted to the cabinet base. The cabinet shall be enclosed in a slipcover cardboard packing shell. The housing doors shall be blocked to prevent movements during transportation.

All bolts, nuts, washers, screws (size 8 or larger), hinges, and hinge pins shall be stainless steel unless otherwise specified.

A cage mounting clear area for the controller unit shall be provided in Rack Cage #1. The area shall be protected with suitable insulating material. This area shall extend 1.5 inches in front of and 16 inches behind the EIA mounting angles.

All conductors, terminals, and parts which could be hazardous to maintenance personnel shall be protected with suitable insulating material.

The housing shall be rainproof with the top of the enclosure crowned to prevent standing water. It shall have two front and two rear doors, each equipped with a lock. The enclosure, doors, lifting eyes, gasket channels, police panel, and all supports welded to the enclosure and doors shall be fabricated of 0.125 in minimum thickness aluminum sheet. Bolted on supports shall be both the same material and thickness as the enclosure or 0.105 in minimum steel. The side panels and filter shall be fabricated of 0.080 in minimum thickness aluminum sheet.

All exterior seams for enclosure and doors shall be continuously welded and shall be smooth. All edges shall be filed to a radius of 0.03125 in minimum. Exterior cabinet welds shall be done by gas Tungsten arc TIG process only. ER5356 aluminum alloy bare welding electrodes conforming to AWS A5.10 requirements shall be used for welding on aluminum. Procedures, welders and welding operators shall conform to the requirements and practices in AWS B3.0 and C5.6 for aluminum. Internal cabinet welds shall be done by either gas metal arc MIG or gas Tungsten arc TIG process. Aluminum surfaces shall be natural (Mill) finish

The enclosure doorframes shall be double flanged out on all four sides and shall have strikers to hold tension on and form a firm seal between the door gasketing and the frame. The dimension between the door edge and the enclosure external surface when the door is closed and locked shall be 0.156 (+/- 0.08) in.

Gasketing shall be provided on all door openings and shall be dust-tight. Gaskets shall be 0.25 in minimum thickness closed cell neoprene or silicone (BOYD R-10480 or equal) and shall be permanently bonded to the metal. If neoprene is used, the mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating metal surface. A Gasket Top Channel shall be provided to support the top gasket on the door (prevent gasket gravitational fatigue).

Cage bottom support mounting angles shall be provided on either side, level with the bottom edge of the door opening, for horizontal support and bolt attachment. In addition, side cage supports shall be provided for the upper cage bolt attachments. Spacer brackets between the side cage supports and the cage shall be a minimum thickness of either 0.188 in aluminum or 0.105 in steel.

The housing shall be provided with four lifting eyes for placing the cabinet on its foundation. Each eye opening shall have a minimum diameter of 0.75 in. Each eye shall be able to support a weight load of 1000 pounds. All exterior bolt heads shall be tamperproof type.

The door latching handles shall have provision for padlocking in the closed position. Each handle shall be 0.75 in minimum diameter stainless steel with a minimum 0.5 in shank. The padlocking attachment shall be placed at 4.0 in from the handle shank to the center to clear the lock and key. An additional 4.0 in minimum gripping length shall be provided. The latching mechanism shall be a three-point draw roller type. The pushrods shall be turned edgewise at the outward supports and have a cross section of 0.25 in thick by 0.75 in wide, minimum. When the doors are closed and latched, they shall be locked. The locks and handles shall be on the right side of the left front and rear doors and on the left side of the right front and rear doors. The lock and lock support shall be rigidly mounted on the door. In the locked position, the bolt throw shall extend a minimum of 0.25 +/- 0.03125 in into the latch cam area. A seal shall be provided to prevent dust or water entry through the lock opening.

The locks shall be Best (Lacey LT-1). One key shall be supplied with each lock. The keys shall be removable in the locked position only. The locks shall have rectangular spring loaded bolts. The bolts shall have a 0.281 inch throw and shall be 0.75 inch wide by 0.75 inch thick (tolerance is +/- 0.035 inch). The center latch cam shall be fabricated of a minimum thickness 0.1875 in steel or aluminum. The bolt surface shall horizontally cover the cam thickness. The cam shall be structured to only allow the door to

open when the handle is moved toward the center of the door. Rollers shall have a minimum diameter of 0.875 in with nylon wheels and steel ball bearings.

The housing shall include ventilation for the intake, exhaust, filtration, fan assembly and environmental control. The front doors shall be provided with louvered vents. The louvered vent depth shall be a maximum of 0.25 in. A removable air filter shall be housed behind the door vents. The filter filtration area shall cover the vent opening area. A filter shell shall be provided that fits over the filter providing mechanical support for the filter. The shell shall be louvered to direct the incoming air downward. The shell sides and top shall be held firmly in place with a bottom bracket and a spring loaded upper clamp. No incoming air shall bypass the filter. The bottom filter bracket shall be formed into a waterproof sump with drain holes to the outside housing. The intake (including filter with shell) and exhaust areas shall pass a minimum of 52 cubic feet of air per minute. The housing shall be equipped with two electric fans with ball or roller bearings and a capacity of at least 100 cubic feet (each) of free air delivery per minute. The fans shall be mounted within the housing and vented. The fans shall be individually thermostatically controlled and shall be manually adjustable to turn on between 32°F and 140°F with a differential of not more than 20°F between automatic turn on and off. The fan circuitry shall be protected at 125% of the fan motor maximum amperage rating. The manual adjustment shall be graded in 20°F increment scale. The thermostat shall be an Omega KT01101141900 or equivalent. The filter shall be 16 in wide by 12 in high by 0.875 in thick. The filter shall be an ECO-AIR Products E35S12161 or equal.

Three, two-bolt per leave, hinges shall be provided to bolt the enclosure to the door. Each hinge shall be 3.5 in minimum length and have a fixed pin. The pin ends shall be welded to the hinge and ground smooth. The pins and bolts shall be covered by the door edge and not accessible when the door is closed. Front and rear doors shall be provided with catches to hold the door open at both 90 and 180 +/-10 degrees. The catch minimum diameter shall be 0.375 in for plated steel or aluminum rods or 0.25 in for stainless steel. The catches shall be capable of holding the door open at 90 degrees in a 60 mph wind acting at an angle perpendicular to the plane of the door.

A police panel assembly shall be provided to allow police officers limited access to intersection control. The police panel assembly including switches shall not extend into the cabinet more than 1.5 in. The police panel door shall be equipped with a lock. The lock shall be keyed for a master police key. One key shall be furnished with each police lock. Each police key shall have a shaft at least 1.75 inches in length. The police panel section shall contain two DPST Toggle Power Switches. The police panel shall label one switch "ON-OFF" and the other "FLASH-AUTOMATIC". The front and back of the panel shall be enclosed with a rigid metal covering so that no parts having line voltage are exposed. The police panel assembly shall have a drain to prevent water collecting within the assembly. The drain shall be channeled to the outside.

The cabinet shall be equipped with a generator bypass switch. The generator panel is to be a GenTran modelFS300130. Mounted and wired by the manufacturer.

The cabinet shall be wired for transit signal priority for a future Transit supplied wireless GPS unit (Emtrac).

Two standard EIA 19 inch rack cages shall be installed inside the housing for mounting the controller unit and cabinet assemblies. The EIA rack portion of the cage shall consist of four pairs of continuous, adjustable equipment mounting angles. The angle nominal thickness shall be either 0.1345 in plated steel or 0.105 in stainless steel. The angles shall be tapped with 10-32 threads with EIA universal spacing. The angles shall comply with Standard EIA RS-310-D and shall be supported at the top and bottom by support angles to form a cage. Clearance between rails for mounting assemblies shall be 17.75 in. The cages shall be bolted to the cabinet at 8 points, via the housing cage supports and associated spacer brackets, two at the top and two at the bottom of the rails. The cage shall be centered within the cabinet.

This section must comply with Caltrans TSCES 1989 and all subsequent addendums with the following additions or deviations.

The detector test panel PCB shall consist of one SPDT Power Switch, eight vehicle detector switches, four overlap switches, four pedestrian switches, four emergency preemption switches and associated red LEDs. The detector test panel shall be an EIA compliant compatible rack mount item and the interconnection harnesses shall be wired in accordance with the manufacture's specifications.

A means of selecting the active red monitor channel shall be provided on the rear of the monitor panel. Selection shall be accomplished by means of a two position jumper (shunt) with the center position wired to a red monitor input and select of 115V AC to the right and red load switch output to the left. Moving the jumper to the right will provide continuous red input and override, while moving a jumper to the left will attach the monitor channel to the corresponding load switch output.

The cabinet shall have a Hesco LF60 RIS Filter, a Tesco 10B transient surge protector or approved equal.

Each unit shall comply with a clamping level of 400V peak normal mode and 500V peak common mode. Trace photos and other test related information shall be available upon request. EMI/EFI noise rejection derived via standardized 50 ohm insertion loss tests shall have amplitude of at least -20db over a minimum spectrum from 50 kHz with a -40db being the most desirable. Diagnostics indicators shall clearly display the status of the suppression circuit. The indication shall warn of the loss of protection. Transient energy suppression shall be in excess of 250 Joules. Rated voltage is 120V AC with rated output current minimum 15 amperes single phase operation.

Output File #1B Required Modifications shall include a resistor panel with twelve 10W 2kΩ resistors is to be mounted on the inside of the Output File on the right side panel (as viewed from the rear of the Output File with the rear panel dropped down). These resistors are to be connected between all Odd Phase Green and Yellow Outputs on one side and AC- on the other side.

A Display Interface Panel Harness with a 57 pin AMP 206151-1 (or equivalent) panel mount connector is to be mounted to the rear panel of the Output File and the other end terminated as follows:

DISPLAY INF (DP1S)		
(LOCATED IN OUTPUT FILE)		
PIN		CONNECT TO
1	Ø1 GREEN	127
2	Ø1 YELLOW	126
3	Ø1 RED	125
4	Ø2 GREEN	130
5	Ø2 YELLOW	129
6	Ø2 RED	128
7	Ø3 GREEN	118
8	Ø3 YELLOW	117
9	Ø3 RED	116
10	Ø4 GREEN	103
11	Ø4 YELLOW	102
12	Ø4 RED	101
13	Ø5 GREEN	133
14	Ø5 YELLOW	132
15	Ø5 RED	131
16	Ø6 GREEN	136
17	Ø6 YELLOW	135
18	Ø6 RED	134

19	Ø7 GREEN	124
20	Ø7 YELLOW	123
21	Ø7 RED	122
22	Ø8 GREEN	109
23	Ø8 YELLOW	108
24	Ø8 RED	107
25	Ø2 WALK	115
26	Ø2 DON'T WALK	113
27	Ø4 WALK	106
28	Ø4 DON'T WALK	104
29	Ø6 WALK	121
30	Ø6 DON'T WALK	119
31	Ø8 WALK	112
32	Ø8 DON'T WALK	110
33	NOT USED	
34	NOT USED	
35	NOT USED	
36	NOT USED	
37	NOT USED	
38	NOT USED	
56	AC+	TB01-11
57	AC-	TB01-10

Output File #2 shall be modified with a total of eight 10W 2kΩ resistors are to be soldered directly to the Output File #2 Load Switch sockets of each Odd phase Yellow and Green Outputs. The resistors will connect to the standard phase Yellow and Green Outputs on one side and AC- on the other side.

The outlet strip shall consist of 12 Right Angle outlets (six facing into the cabinet and six facing out of the cabinet) and be an EIA Rail mounting version. The outlet strip shall be mounted across the EIA Rails on the left hand rack at the bottom when viewed from the rear of the cabinet.

Two sets of non-fading (comparable to Xerox 2080) cabinet wiring diagrams and one CD with a AutoCAD and PDF versions of wiring diagrams shall be supplied with each cabinet. The diagrams shall be nonproprietary. They shall identify all circuits in such a manner as to be readily interpreted. The wiring diagrams, CD and cabinet manual shall be placed in the Rack Drawer.

All conductors used in cabinet wiring shall terminate with properly sized clear insulated spring-spade type terminals except when soldered to a through-panel solder lug on the rear side of the terminal block or as specified otherwise. All crimp-style connectors shall be applied with a power tool which prevents opening of the handles until the crimp is completed. Conductors between the service terminal AC- and Equipment Ground and their associated bus, the equipment ground bus conductor to Power Distribution Assembly and cage rail, AC- Bus to Power Distribution Assembly shall be 8 AWG or larger. All conductors unless otherwise specified shall be 22 AWG or larger with a minimum of 19 copper strands. Conductors shall conform to Military Specification MIL-W-16878D, Type B, or better. The insulation shall have a minimum thickness of 10 mils and shall be nylon jacketed polyvinyl chloride except that conductors 14 AWG and larger may have type THHN insulation (without nylon jacket), and shall be stranded with a minimum of seven copper strands. All conductors, except the main input AC+, AC-, and EQGND, shall be labeled. Labels attached to each end of the conductor shall identify the destination of the other end of the conductor.

The grounded conductors of AC circuits shall be identified by solid white colored insulation. The equipment grounding conductors shall be identified by solid green colored insulation. The DC logic ground conductors shall be identified by solid white colored insulation with a red stripe. The ungrounded

AC+ conductors shall be identified by solid black colored insulation. The logic ungrounded conductors shall be identified by any color insulation not specified above. Within the cabinet, resistance between any two of the DC Logic Ground, the Equipment Ground, and the AC Grounded Conductor shall be a minimum of 500MΩ when tested at 250V DC.

The AC- copper terminal bus shall not be grounded to the cabinet or connected to logic ground. Nylon screws with a minimum diameter of 0.25 in shall be used for securing the bus to the service panel.

The cabinet power supply DC Ground shall be connected to the DC logic ground bus using a 14 AWG or larger stranded copper wire.

Each detector lead-in pair, from the field terminals in the cabinet to the sensor unit rack connector, shall be a cable of UL Type 2092 or better. The stranded tinned copper drain wire shall be connected to a terminal on the input file terminal block. This input terminal shall be connected to the equipment grounding bus through a single conductor.

The terminal blocks shall be barrier type rated at 20 Amperes, 600V RMS minimum. The terminal screws shall be 0.3125 in minimum length nickel plated brass binder head type with screw inserts of same material. Screw size is called out under associated cabinet assembly, file or side panel.

The following additional equipment shall be included with each signal controller cabinet, one Ruggedcom RuggedVDSL RS930L Modem and Two 3M Model 752 Phase Selectors (Opticom).

9-29.16(2)B Signal Housing **(November 20, 2020 Lacey GSP)**

Modify this section with the following:

Visors shall be flat black inside and outside.

9-29.18(3) Video Detection System **(November 20, 2020 Lacey GSP)**

Add the following new section:

The video detection system shall be FLIR TrafiSense A-I Series Thermal Traffic Sensors, acceptable models are TrafiSense A-I BPL 690, TrafiSense A-I BPL 645, TrafiSense A-I BPL 632. The system shall be capable of monitoring all vehicles on the roadway providing detection for areas outlined in the plans. The entire detection system shall consist of detection module (s), system communication module, camera(s) with lens enclosure, and sun shield, detector sensor brackets, surge suppressor, programming devices and/or software, Coaxial/power cable and all other necessary equipment for installation and operation.

E
PREVAILING
WAGES

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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: **September 25, 2025 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.

APPENDICES

F

COL RAM FORMS

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PROJECT:		SUBMITTAL NO.		
LACEY CONTRACT NO. PW___-20___		Date sent to City:		
Request for Approval of Material, Product or Shop Drawing				
Contractor:		Subcontractor:		
No. of Pages	Item: Material, Product or Shop Drawing	Specification Reference		
<input type="checkbox"/> This item is as specified		OR	<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>			
Request for Approval of Material, Product or Shop Drawing			
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> OR <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

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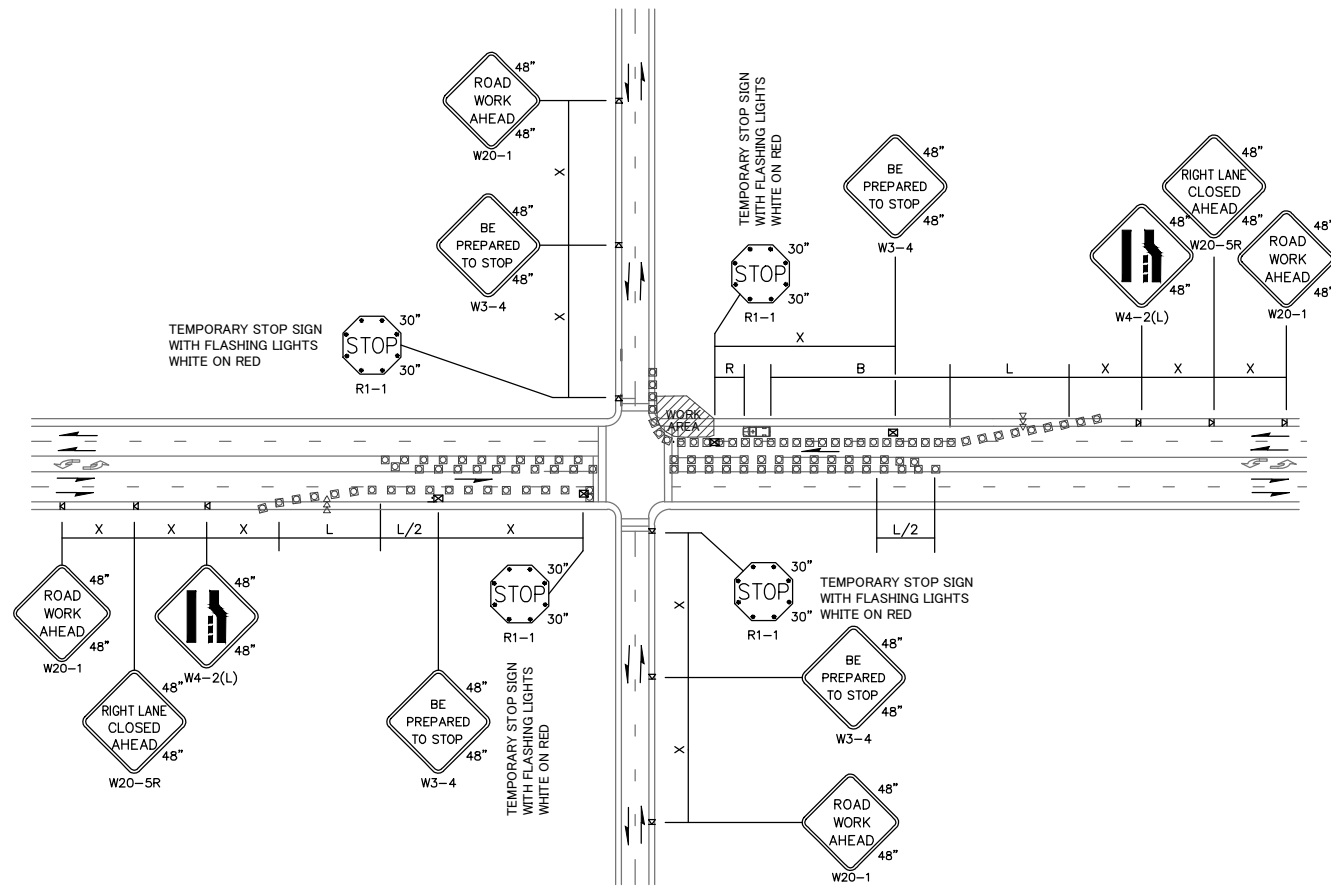
BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
DESIGN SPEED (MPH)	25	30	35	40	45
LENGTH (FEET)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.			NO SPECIFIED DISTANCE REQUIRED		

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)
URBAN STREETS	25 MPH OR LESS	100' (2)

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

MINIMUM 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

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



LEGEND

- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- SEQUENTIAL ARROW SIGN
- PROTECTIVE VEHICLE - RECOMMENDED
- TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT)

NOTES

1. RECOMMEND EXTENDING DEVICE TAPER (L/3) ACROSS SHOULDER.
2. IF A SIGNAL IS PRESENT, IT SHALL BE SET TO "RED FLASH MODE" OR TURNED OFF DURING FLAGGING OPERATIONS AND A UNIFORMED POLICE OFFICER IS REQUIRED
3. MAINTAIN A MINIMUM OF ONE ACCESS POINT FOR EACH BUSINESS WITHIN WORK AREA LIMITS.
4. ALL SIGNS ARE BLACK ON ORANGE.
5. REFER TO THE MUTCD FOR SIGN DIMENSIONS

**INTERSECTION LANE CLOSURE
FIVE & TWO LANE ROADWAYS
TC-MARVIN ANNEXATION**

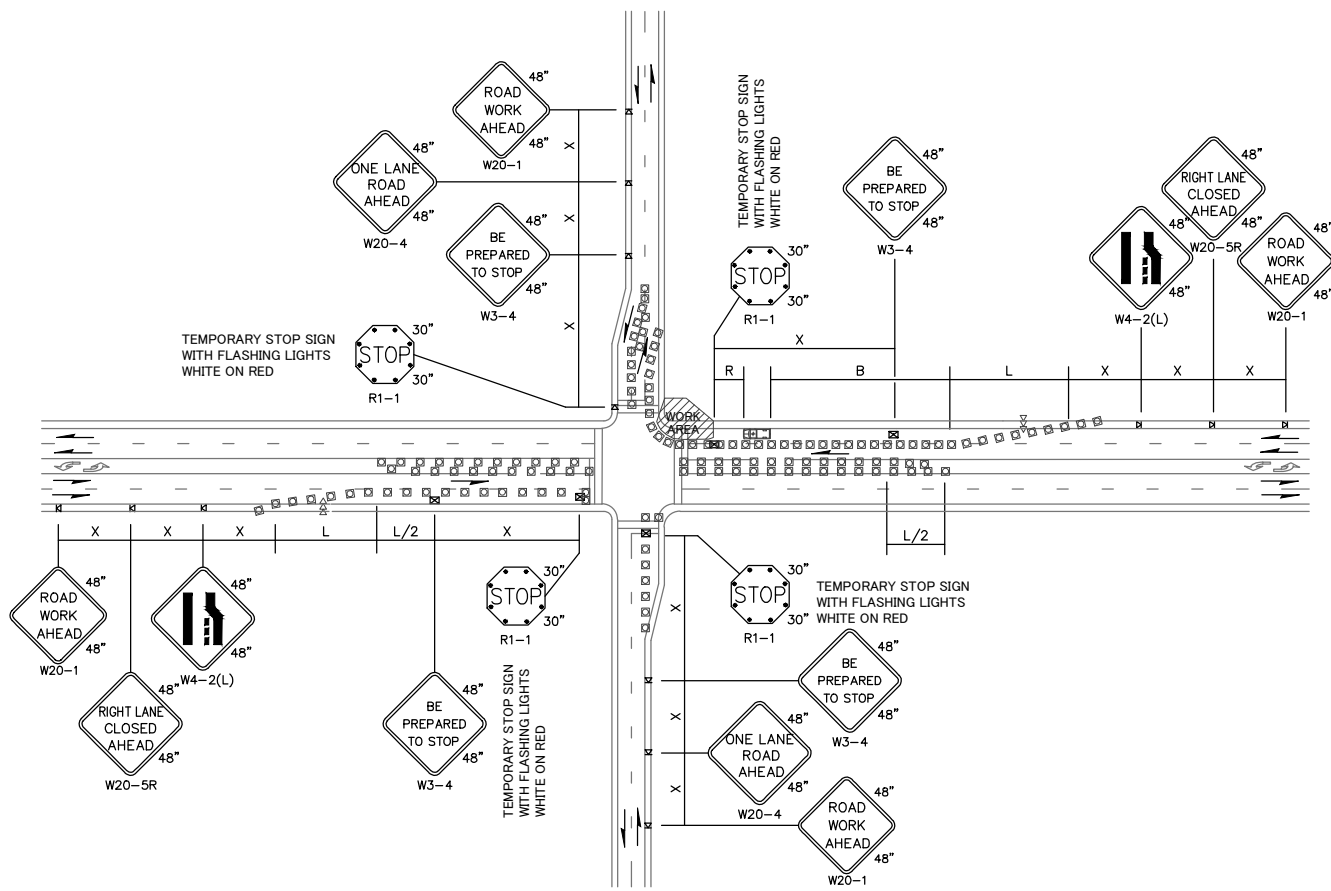
BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
DESIGN SPEED (MPH)	25	30	35	40	45
LENGTH (FEET)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.			NO SPECIFIED DISTANCE REQUIRED		

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)
URBAN STREETS	25 MPH OR LESS	100' (2)

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

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

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



LEGEND

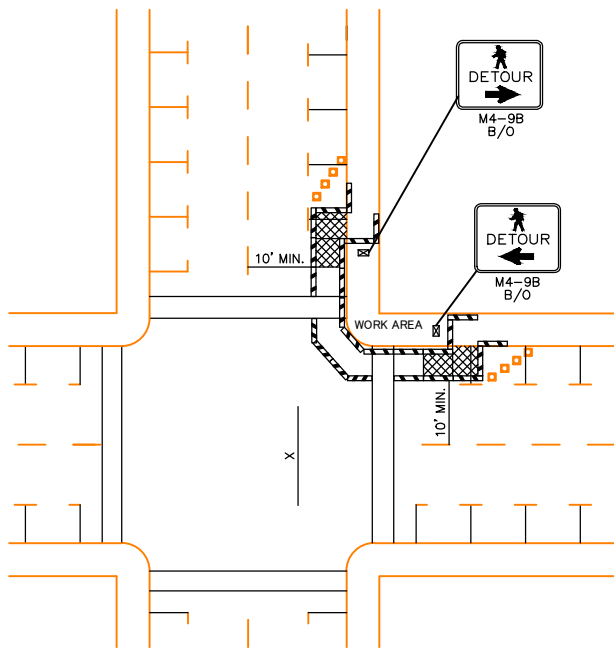
- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- SEQUENTIAL ARROW SIGN
- PROTECTIVE VEHICLE - RECOMMENDED
- TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT)

NOTES

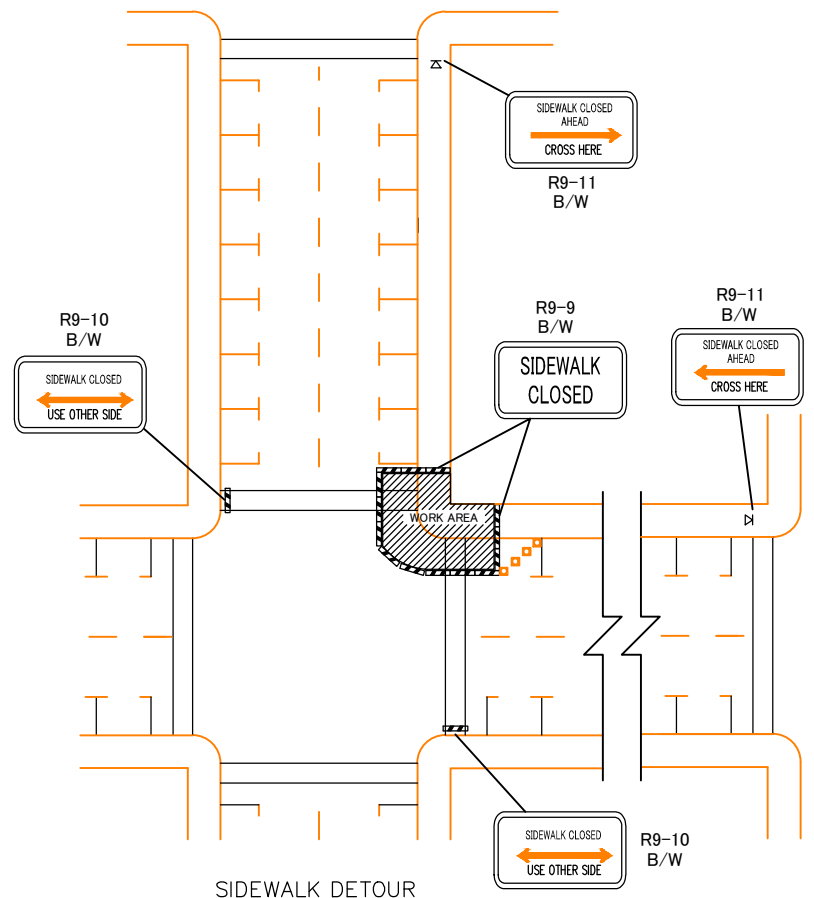
1. RECOMMEND EXTENDING DEVICE TAPER (L/3) ACROSS SHOULDER.
2. IF A SIGNAL IS PRESENT, IT SHALL BE SET TO "RED FLASH MODE" OR TURNED OFF DURING FLAGGING OPERATIONS AND A UNIFORMED POLICE OFFICER IS REQUIRED
3. MAINTAIN A MINIMUM OF ONE ACCESS POINT FOR EACH BUSINESS WITHIN WORK AREA LIMITS.
4. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE NOTED.
5. REFER TO THE MUTCD FOR SIGN DIMENSIONS

**INTERSECTION LANE CLOSURE
FIVE & THREE LANE ROADWAYS
TC-MARVIN ANNEXATION**

NO PARKING R8-3 R/W
 INSTALL ON TYPE 2 BARRICADES THROUGHOUT THE WORK AREA 24 HOURS PRIOR TO IMPLEMENTING TRAFFIC CONTROL. PRIOR NOTIFICATION OF LOCAL LAW ENFORCEMENT REQUIRED.



SIDEWALK DIVERSION



SIDEWALK DETOUR

LEGEND

- ⊠ TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- ▨ PEDESTRIAN CHANNELIZING DEVICES
- ▩ TEMPORARY PEDESTRIAN RAMP FOR SIDEWALKS

NOTES

1. CONTROLS SHOWN ARE FOR PEDESTRIAN TRAFFIC ONLY.
2. A 60" PATH WIDTH SHOULD BE MAINTAINED (48" IS THE MINIMUM).
3. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
4. SEE SHEET TC-52 FOR TEMPORARY PEDESTRIAN RAMP DETAILS.
5. ADA PEDESTRIAN FACILITIES MUST BE MAINTAINED. SEE STANDARD SPECIFICATION 1-10.2(1)B.
6. TEMPORARY PEDESTRIAN PUSH BUTTONS SHALL BE PLACED ON THE DIVERTED PATH WHEN EXISTING BUTTONS ARE NOT ACCESSIBLE TO PEDESTRIANS.
7. REFER TO THE MUTCD FOR SIGN DIMENSIONS.

**INTERSECTION PEDESTRIAN
 TRAFFIC CONTROL
 TC-16**

H
LACEY
ELECTRICAL
PERMIT

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CITY OF LACEY
 Community & Economic Development Department
 420 College Street SE
 Lacey, WA 98503
 (360) 491-5642

ELECTRICAL PERMIT APPLICATION

PLEASE EMAIL APPLICATION TO BUILD@CITYOFLACEY.ORG

Type of Permit (check one): () Residential () Commercial

Project Address _____ Parcel Number _____

Owner _____ Phone Number _____

Address _____ City _____ State _____ Zip Code _____

Contact Person _____ Phone Number _____

Cell Phone _____ E-mail _____

SCOPE OF WORK: _____

NUMBER OF NEW CIRCUITS: _____

NUMBER OF THERMOSTATS: _____

NUMBER OF GENERATORS: _____

LOW VOLTAGE SYSTEMS

Building Sq. Ft. _____

Scope of Work Sq. Ft. _____

TEMPORARY POWER

SERVICE/PANEL CHANGE

FEEDER

ALTERED SERVICE

_____ 0-60	_____ 0 - 100	_____ 0 - 100	_____ 0 - 100
_____ 61-100	_____ 101-200	_____ 101-200	_____ 101-200
_____ 101-200	_____ 201-400	_____ 201-400	_____ 201-400
_____ 201-400	_____ 401-600	_____ 401-600	_____ 401-600
_____ 401-600	_____ 601-800	_____ 601-800	_____ 601-800
_____ 601+	_____ 801-1,000	_____ 801-1,000	_____ 801-1,000
	_____ 1,000+	_____ 1,000+	_____ 1,000+

Contractor _____ Phone _____
 Address _____ City _____ State _____ Zip _____ E-mail _____
 Contractor's License Number _____ Expiration _____ Lacey Endorsement # _____

I hereby certify that the above information is correct and that the construction on, and the occupancy and the use of the above-described property will be in accordance with the laws, rules and regulations of the State of Washington.

 Applicant's Signature

 Date

 Print Applicant's Name