



JUBILEE SW POND RESTORATION
LACEY CONTRACT NUMBER PW 2025-19

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

LACEY PROJECT NUMBER PW 2025-19

***CITY OF LACEY
WASHINGTON***

CITY OFFICIALS

MAYOR

ANDY RYDER

DEPUTY MAYOR

MALCOLM MILLER

COUNCIL MEMBERS

LENNY GREENSTEIN

CAROLYN COX

NICOLAS DUNNING

MAREN TURNER

RYAN SIU

CITY MANAGER

RICK WALK

CITY ATTORNEY

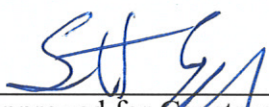
DAVID S. SCHNEIDER

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 2025-19
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.



3/16/2026

Teri O'Neal
City of Lacey
Sections A, B, C, D, F, G, and H

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ADVERTISEMENT FOR BIDS
JUBILEE SW POND RESTORATION

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., April 1, 2026, at which time bids will be publicly opened in person and via a live video stream. Links to the YouTube live video stream can be found at <https://cityoflacey.org/rfp-rfq/> under the specific project section and on the specific project page on the Builders Exchange website for the following work:

This contract provides for the restoration of two stormwater wet ponds and a stormwater infiltration pond to original condition. This work is to include, but is not limited to, clearing and grubbing, dredging, pond liner replacement, slope restoration and reconstruction, riprap repair, and lawn and landscape restoration.

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

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

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

David Knox
David.knox@cityoflacey.org

The range for this project is \$510,000 to \$610,000.



Publish: **3/18/2026**
3/25/2026

City Clerk
City of Lacey, Washington

A INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

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

Each Bidder shall submit to the City Clerk, Lacey, Washington a sealed bid endorsed upon the outside wrapper with **Jubilee SW Pond Restoration** at the time and place designated in the advertisement.

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

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

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

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

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

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

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

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

CONTRACT PARTS

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

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

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 their surety company. The surety's "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

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B

BID DOCUMENTS

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CITY OF LACEY

Lacey Contract Number: PW 2025-19

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 Base Bid

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
A1	50000	MC	104-010	Minor Change		
A2	1	LS	109-010	Mobilization	LUMP SUM	
A3	1	LS	201-010	Clearing and Grubbing	LUMP SUM	
A4	1	LS	202-510	Removal of Structures and Obstructions	LUMP SUM	
A5	1200	CY	203-200	Gravel Base		
A6	2300	CY	203-810	Pond Excavation Incl. Haul		
A7	45	TN	404-730	Washed Coarse Aggregate		
A8	5205	SY	704-915	Permeable Geomembrane Liner		
A9	1	LS	801-010	ESC Lead	LUMP SUM	
A10	2500	LF	801-120	High Visibility Silt Fence		
A11	1	LS	801-680	Erosion/Water Pollution Control	LUMP SUM	
A12	1100	CY	802-010	Topsoil Type A		
A13	1	LS	805-510	Lawn and Landscape Restoration	LUMP SUM	
A14	505	TN	815-060	Quarry Spalls		
A15	1	LS	850-792	Project Closeout	LUMP SUM	

Schedule A Subtotal: _____

Tax Rate (%) : 9.70 Tax: _____

Schedule A Total: _____

Contract Total: _____

(All Schedules)

The undersigned also agrees as follows:

- Within 10 calendar days after the contract is awarded to sign and return the contract and provide insurance documents.
- That this proposal cannot be withdrawn within 45 days after receipt of bids.
- That it is the understanding that the City of Lacey may accept or reject any or all bids.
- The undersigned hereby agrees to pay for labor not less than the prevailing rates of wages per the bid documents.

Addenda Receipt Acknowledged

Signature of Bidder

Date

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

Firm Name: _____ Phone: _____

Address of Bidder: _____

Name and Address of Firm Members:

Signature of Bidder (if a Corporation)

Title: _____

Firm Name: _____ Phone: _____

Business Address: _____

Incorporated under the Laws of the State of _____

Officers Address

President: _____

Secretary: _____

Treasurer: _____

Project Manager's Email: _____

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. For a bond to be valid, it must be signed and stamped/sealed by a licensed surety. Photocopies will not be accepted.

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

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C
CONTRACT
DOCUMENTS

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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 2025-19 for the “**Jubilee SW Pond Restoration**” 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 60th calendar day after the date when both Owner and Contractor execute the Contract. A Notice to Proceed may be given at any time within sixty (60) 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

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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 restoration of two stormwater wet ponds and a stormwater infiltration pond to original condition. This work is to include, but is not limited to, clearing and grubbing, dredging, pond liner replacement, slope restoration and reconstruction, riprap repair, and lawn and landscape restoration.

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

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

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

Revise item 1 of the first paragraph to read:

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

1-04.6 Variation in Estimated Quantities
(***)**

Supplement this Section with the following:

The quantities for “Pond Excavation Incl. Haul”, “Quarry Spalls”, “Gravel Base”, “Washed Rock”, and “Topsoil Type A” have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

1-04.6 Variations in Estimated Quantities
(December 30, 2022 APWA GSP Option B)

Revise the first paragraph to read:

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

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Supplement this section with the following:

Roadway and Utility Surveys
(November 25, 2024 APWA GSP, Option A)

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

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

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

1-05.4(2) Survey Control and Electronic Files
(August 10, 2010 Lacey GSP)

Add the following new section:

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

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

1-05.7 Removal of Defective and Unauthorized Work
(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.

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

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

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

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper

maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

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

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

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each

payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

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

1-07.2(3) Services

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

1-07.6 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.
Right of Way Access	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
- Partnering Agencies included in the work

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.

1-07.24 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

(September 25, 2024 Lacey GSP)

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.

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.

1-08.3(2)B Type B Progress Schedule

(January 4, 2024 APWA GSP)

Revise the first paragraph to read:

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

Revise the first sentence of the second paragraph to read:

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

1-08.3(2)D Preliminary Progress Schedule

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

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

1-08.4 Prosecution of Work

(***)**

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 can not be given until after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency, and all design and submittal work has been approved.

The Contractor shall commence onsite work no earlier than 07/01/2026 and no later than 09/01/2026 and shall notify the Engineer in writing a minimum of 10 calendar days in advance of the date on which the Contractor intends to begin work. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer.

The Contractor may request to commence onsite work outside of the dates specified above based on existing groundwater level conditions, as verified by the on-site groundwater monitoring well. Any such request shall be submitted in writing and is subject to approval by the Engineer.

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

1-08.4(1) Order of Work

(***)**

Add the following new section:

Prior to starting construction and issuance of notice to proceed by the City, the Contractor shall furnish the Contracting Agency with a schedule, sequence, and method of proceeding with the work. This schedule shall address all items herein and must be approved by the Contracting Agency prior to commencing any construction operations.

The Contracting Agency has made commitments with several jurisdictions, public users, property owners, and private utilities that the Contractor shall incorporate into the schedule for this project. The following specific requirements shall be included into the project schedule:

- Physical work, including punch list items, on Hawks Prairie Golf and Jubilee HOA property must be completed by 10/15/2026. If work extends beyond this date, liquidated damages will be collected pursuant to 1-08.9.

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 30 working days.

1-08.5 Time for Completion
(November 25, 2024 APWA GSP Option B)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the 10th calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

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
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

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

Revise the second and third paragraphs to read: Accordingly, the Contractor agrees to pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and to authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula: $LD=0.15C/T$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

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

1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment

(November 25, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

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

1-09.2(1) General Requirements for Weighing Equipment

(July 8, 2024 APWA GSP, Option C)

Revise the sixth and seventh paragraph to read:

Trucks and Tickets – Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. The Contractor shall provide Electronic tickets or Physical tickets for all weighed materials. All Tickets shall, regardless of medium, at a minimum, contain the following information:

1. Date of haul;
2. Contract number;
3. Contract unit Bid item;
4. Unit of measure;
5. Identification number of hauling vehicle; and
6. Weight delivered:
 - a. Net weight in the case of batch and hopper scales.
 - b. Gross weight, tare (a.m. and p.m. minimum) and net weight in the case of platform scales (tare may be omitted if a tare beam is used).
 - c. Approximate load out weight in the case of belt conveyor scales.

Electronic-tickets shall be uploaded to the designated site so that they can be accessed by the material receiver at the material delivery point. Physical tickets shall be handed to the inspector at the delivery point at the time materials are delivered. The material delivery point is defined as the location where the material is incorporated into the permanent Work. The Contractor's representative shall make report summaries available to the Engineer's designated receiver, not later than the end of shift, for reconciliation. Tickets for loads not verified as delivered will receive no pay.

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

Revise the first paragraph to read:

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

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

Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

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

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

1-09.9 Payments

(November 20, 2020 Lacey GSP)

Section 1-09.9 is supplemented with the following:

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

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-09.13(1) General

(January 19, 2022 APWA GSP)

Revise this section to read:

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

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

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

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

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-09.13(4) Venue for Litigation
(December 30, 2022 APWA GSP)

Revise this section to read:

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

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description
(October 16, 2009 Lacey GSP)

Supplement this section with the following:

The City of Lacey is a Tree City USA, and has deemed it necessary to protect all trees to the best of their ability. Only the trees that are evaluated by a certified Arborist as being diseased or detrimental to the project shall be removed as shown in the plans. The Contractor shall conduct a site review noting all trees within the construction zone prior to submitting a bid. Ease of construction, spoils, or stockpiling needs shall not justify tree removal.

A high visibility fence shall be installed around all trees and vegetation as required by the Engineer prior to beginning work. The Contractor shall be responsible for installing, maintaining and removing the high visibility fence as required.

Disposal of all organic waste shall be by Disposal Method No. 2. Disposal Method No. 1 and No. 3 will not be permitted in this contract. The City of Lacey encourages recycling of organic material at a certified organic recycling center.

The Contractor shall take all precautions necessary to protect the public, property, trees, and natural vegetation from harm. Any damage to utilities or other structures on public right-of-way or private property shall be restored by the Contractor or authorized agent at the Contractor's expense.

2-01.5 Payment
(October 16, 2009 Lacey GSP)

Modify this section with the following:

The unit contract price per acre or lump sum for “Clearing and Grubbing” shall be full pay for all work described in this section including “Roadside Cleanup”. If no bid item for “Clearing and Grubbing” or “High Visibility Fence” is included in the proposal, any work described in this section shall be incidental to the project.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

(*** Lacey GSP)**

Supplement this section with the following:

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

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

Fencing	Rocks and Stumps
Refuse	Silt Fence
Street Lights	Roadside Cleanup
Trees	

The Contractor shall notify property owners/residents prior to all grading, clearing, and fence removal on newly acquired right-of-way a minimum of 3 days before any work.

The Contractor shall provide the temporary fencing immediately upon removal of the existing fence and will maintain the temporary fence until the permanent fence is installed.

2-02.5 Payment

(April 1, 2024 Lacey GSP)

Delete this section and replace with the following:

“Removal of Structures and Obstructions”, lump sum.

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

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

(***)**

The following is added at the beginning of this section:

The Work described in this Section includes pond excavation, debris pile removal, embankment for the ponds, and hauling and disposing of all excavated material. Work includes but is not limited to all operations and material handling necessary to prepare, stockpile, and otherwise process the excavated material for hauling, reuse, and disposal offsite.

All Work described here shall be in accordance with the lines, grades, cross-sections and elevations shown on the Plans or established by the Engineer, and shall include any additional excavation necessary to accommodate placement of soil amendment to the elevations described in 8-02.3(6) Soil Amendments.

2-03.3(7)C Contractor-Provided Disposal Site
(October 16, 2009 Lacey GSP)

Supplement this section with the following:

The Contracting Agency has not provided a waste site for disposal of excess materials and debris.

2-03.3(14)C Compacting Earth Embankments
(October 29, 2010 Lacey GSP)

Supplement this section with the following:

The Contractor shall be required to compact all embankments in accordance with Method C as described in Section 2-03.3(14) C of the Standard Specifications.

2-03.3(14)D Compaction and Moisture Control Tests
(March 3, 2022 Lacey GSP Option A)

Supplement this section with the following:

The Contractor shall be responsible for scheduling and coordinating with the City's testing laboratory. No adjustment to the contract price or time for delays will be made if the contractor fails to schedule the needed testing.

The Contractor shall schedule a minimum of one density test for backfill for each 500 CY placed. In addition, the Contractor shall schedule a minimum of one density test for every 1,000 LF (per layer) of surfacing material placed.

For materials placed in a non-structural application outside the roadway prism such as slope flattening or shoulder dressing, acceptance for compaction may be based on visual inspection to the satisfaction of the engineer.

2-03.3(20) Pond Excavation
(***)**

Add the following new section:

This work consists of constructing stormwater ponds by clearing and grubbing, excavating including haul, reusing suitable native material meeting the requirements of section 9-14.2(1), storing and moving existing material onsite and embankment construction to form the general shapes and slopes as shown on the Plans, or as directed by the Engineer. If it is determined that additional material is need to construct the pond(s) per the Plans and these Specifications, then the additional material shall be paid under the separate bid item, "Topsoil Type A."

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

2-03.4 Measurement

(October 29, 2010 Lacey GSP)

Supplement this section with the following:

The quantity of the following items to be paid for on this project shall be quantities shown on the bid proposal:

“Pond Excavation Incl. Haul”, per cubic yard.

The quantities in the bid proposal are based on a computer generated earthwork calculated on the existing ground survey. The quantities do not incorporate expansion, clearing and grubbing, or construction methodology. These values are listed for the convenience of the Contractor in determining the volume of work involved as calculated by the Engineer and are not guaranteed to be accurate. The prospective bidders shall verify these quantities prior to submitting the bid. A digital copy of the survey is available to prospective bidders from the Contracting Agency at the Contractor’s request. No adjustments will be made in these quantities although the actual quantities may deviate from those listed.

2-03.5 Payment

(***)**

Supplement this section with the following:

“Pond Excavation Incl. Haul”, per cubic yard.

The unit contract price per cubic yard for “Pond Excavation” shall be full compensation for all costs incurred for the creation and submission of a stockpile plan and excavating, loading, placing, hauling, shaping, and disposing of the material.

For hauling, the Contracting Agency will pay the unit contract price for hauling excavated material (Section 2-04). If the pay item for excavation includes haul, the unit contract price per cubic yard shall cover all costs for hauling the material any distance required.

2-07 WATERING

2-07.3 Construction Requirements

(October 16, 2009 Lacey GSP)

Supplement this section with the following:

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

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

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

2-07.4 Measurement

(October 16, 2009 Lacey GSP)

Delete and replace this section with the following:

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

2-07.5 Payment

(February 14, 2023 Lacey GSP)

Delete and replace this section with the following:

The Contractor will not be charged for water used on this project. A construction meter will also be provided for a deposit and can be obtained at the City of Lacey Maintenance Service Center. Any costs to repair meters damaged by the Contractor shall be recovered from monies due the Contractor.

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

2-12 CONSTRUCTION GEOSYNTHETIC

2-12.1 Description

(*****)

Supplement this section with the following:

This work shall consist of furnishing and installing low permeability geomembrane pond liners composed of high-density polyethylene (HDPE), linear low-density polyethylene (LLDPE), or Polyvinyl Chloride (PVC).

2-12.2 Materials

(*****)

Supplement this section with the following:

Geomembrane for pond liners shall be manufactured from HDPE, LLDPE, or PVC with a minimum thickness of 40 mils. The geomembrane shall be protected from puncture, tearing, and abrasion by installing a geotextile fabric above and below the geomembrane. The geotextile shall have a high survivability rating per section 9-33 tables 4 and 5. All geotextile shall be nonwoven unless otherwise approved by the Engineer.

Geomembranes shall be bedded according to the manufacturer's recommendations and shall be free of defects, tears, punctures, and evidence of contamination.

Upon completion of liner placement, a minimum 12-inch-thick protective cover layer consisting of six inches of gravel base cover per section 9-03.10 followed by six inches of topsoil type A shall be placed over the liner to protect it from ultraviolet exposure, mechanical damage, and future maintenance operations. Alternatively, twelve inches of topsoil type A may be used if orange plastic "safety fencing" or other highly visible, continuous marker is embedded 6 inches above the membrane.

Native soil may be used in place of topsoil type A if the requirements of section 9-14.2(1) are met and as approved by the Engineer.

2-12.3 Construction Requirements

(***)**

Supplement this section with the following:

The Contractor shall perform all liner installation work in accordance with the City of Lacey Stormwater Design Manual, the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, the provided plans, and the manufacturer's recommendations. Prior to installation, the Contractor shall verify site conditions and existing features that may impact liner placement.

The Contractor shall take all necessary precautions to protect existing utilities, structures, and improvements adjacent to the work area. Any damage to existing facilities resulting from liner installation operations shall be repaired promptly at the Contractor's expense. Coordination with the Engineer is required to confirm access, sequencing, and protection measures before starting construction.

The Contractor shall prepare the subgrade by excavating and grading the pond bottom and side slopes to the dimensions and elevations shown in the Plans. The subgrade shall be compacted to at least 95 percent of the maximum dry density as determined by the Standard Proctor Density test (WSDOT test method no. 606). The surface shall be smooth and firm with no standing water at the time of liner installation.

2-12.3(1) Geomembrane for Pond Liner Installation

(***)**

The geomembrane shall be installed in accordance with the manufacturer's guidelines. Field seams, including those around inlet and outlet pipes and at joints between separate liner sheets, shall be joined, tested, and documented in accordance with industry standard practices and the manufacturer's recommendations. Field seams shall have a minimum overlap of three inches or as recommended by the manufacturer, whichever is greater. Defects shall be repaired promptly and retested prior to placement of cover.

2-12.3(2) Protective Cover Placement

(***)**

Following inspection of the final liner placement, the Contractor shall place a protective cover consisting of a geotextile followed by a minimum of 12 inches of approved material. Special caution must be taken during placement to ensure no damage occurs to the liner. Rubber-tracked equipment or other low-ground-pressure equipment shall be used unless otherwise approved by the Engineer.

2-12.5 Payment

(***)**

Supplement this section with the following:

“Permeable Geomembrane Liner”, per square yard of ground surface area actually covered.

The unit contract price for “Permeable Geomembrane Liner” shall be full pay for all labor, materials, and equipment required for furnishing, placing, welding, testing, repairing, documenting, and protecting the geomembrane liner. This includes subgrade preparation, geotextile underlayment or cushion, placement of the required protective cover material (geotextile), and all coordination necessary to avoid liner damage during construction.

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

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

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

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

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

1. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.
3. Inspecting and reporting on all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all storm water discharge points every calendar week and within 24 hours of runoff events in which storm water discharges from the site or as directed by the Engineer.
4. Submit to the Engineer no later than the end of the next working day following the inspection a TESC Inspection Report that includes:
 - a. When, where, and how BMPs were installed, maintained, modified, and removed.
 - b. Observations of BMP effectiveness and proper placement.
 - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal TESC BMP deficiencies.
 - d. Identify for each discharge point location whether there is compliance with state water quality standards in WAC 173-201A for turbidity and pH.

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

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

Supplement this section with the following:

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

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

Delete the first paragraph and replace with the following:

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

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

Supplement this section with the following:

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

Modify this section with the following:

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

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

Modify this section with the following:

“High Visibility Silt Fence”, per linear foot

The unit contract price per linear foot shall be full pay for all equipment, labor and materials to install, maintain, remove and dispose of the silt fence as shown in the Plans and as directed by the Engineer.

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

Delete “Erosion/Water Pollution Control”, by force account and add the following bid item:

“Erosion/Water Pollution Control”, lump sum.

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

8-02 ROADSIDE RESTORATION

8-02.3(4) Topsoil

(*****)

Supplement this section with the following:

Final grading shall include raking, floating, dragging, and rolling to remove all surface irregularities and to provide a firm, smooth surface with positive drainage. Imported topsoil shall not be placed more than 3 days prior to permanent seeding.

8-02.4 Measurement
(April 4, 2016 Lacey GSP)

Supplement this section with the following:

Topsoil, compost and mulch will be measured by the cubic yard.

Tree stakes, fertilizer, headers, planting area preparation, planting area weed control, and tree protection will be incidental to the "unit costs" of plantings as specified.

The measurements for each plant will be made for the size and type of plant shown in the plans.

8-02.5 Payment
(October 16, 2016 Lacey GSP)

This section with the following:

Payment will be per each for all plant bid items included in the bid proposal under the Botanical and Common Name for each plant. The unit contract price per each for each plant shall be for full compensation for all labor, material and equipment necessary to install and maintain all items as specified complete. Price shall also include but not be limited to preparation, delivery, planting, protecting, pruning, rebar ties, tree stakes, guying, wrapping, rubber tree tie, fertilizer, pre-emergent and post-emergent herbicides, and geotextile root control system as shown in the Plans.

Excavation for the roadside planting areas will be considered incidental to the bid item for topsoil placement.

The following bid items shall be full pay for furnishing all labor, materials, tools and equipment, necessary to scarify the subgrade, install, rake, remove debris such as rocks and organic material and shape the material as shown in the plans:

"Topsoil Type A", per cubic yard,
"Soil Amendment", per cubic yard,
"Bark or Wood Chip Mulch" per cubic yard.

The unit contract price per acre for "Seeding, and Fertilizing," shall be full compensation for all labor, material, tools and equipment necessary to place, protect, irrigate and maintain all items as specified.

The Contractor shall receive payment of 60 percent of the unit contract price, per acre, upon the completion of the initial hydroseeding. Payment shall be increased to 100 percent of the unit contract price, per acre, upon the point where the first mowing is required, as determined by the Engineer. All partial payments shall be limited to the actual area of weed free healthy vigorous growth.

Partial payments shall not constitute acceptance of the area, nor shall the ownership or title transfer to the Contracting Agency. Areas found not acceptable at any stage shall be rejected and replaced at the

Contractor's expense. Previous partial payments made for areas rejected will be deducted from future payments due the Contractor.

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 seeding in accordance with section 9-14 and as directed by the Engineer.

The Contractor shall provide water or irrigation to all seeded areas as often as conditions dictate depending on weather and soil conditions. Water will be provided as described in Section 2-07.

Seed shall be broadcast with approved hydraulic seeding equipment, in combination with wood cellulose fiber mulch, soil stabilizer and fertilizer distributed uniformly over designated areas. Half of seed shall be sown with sower moving in one direction, the other half with sower moving at right angles to first sowing. Hydroseeding operator shall remove all seed mulch in its entirety from adjoining paving, structures and plants.

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. 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.

8-05.3(1) Irrigation and Electrical System Testing and Repair

The Contractor shall coordinate with golf course management to operationally test existing irrigation and landscape electrical systems prior to construction. If it is found through the baseline tests that an existing system does not operate correctly, the Contractor shall demonstrate the discrepancy to the Engineer and golf course management and the problem(s) will be documented. The Contractor shall take precaution to avoid cutting or breaking of lines and services during pond maintenance operations. If a line is cut or broken, the contractor shall immediately repair and test the system.

Hawks Prairie Golf Contact:
Mark Wascher, General Manager
Email:markw@Okigroup.com
Phone: (360) 455-5353

Upon completion of the pond maintenance, the Contractor shall once again test the existing systems and compare to the baseline tests conducted prior to work in the vicinity. Any discrepancies between the baseline test and the final test shall be repaired immediately by the Contractor prior to receiving payment.

8-05.4 Measurement

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

8-05.5 Payment

"Lawn and Landscape Restoration", lump sum.

The lump sum contract price for “Lawn and Landscape Restoration” shall be full pay for all labor, materials, and equipment to restore the project site and access route to condition equal to the original condition including but not limited to any and all irrigation equipment, landscape, vegetation, and pavement.

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

8-50 MISCELLANEOUS

Add the following new sections:

8-50.2 PROJECT CLOSEOUT (April 2, 2018 Lacey GSP)

Description

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

Measurement

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

Payment

“Project Closeout”, lump sum.

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

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.2(1) Topsoil Type A (March 3, 2022 Lacey GSP)

Supplement this section with the following:

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

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

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

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

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

Topsoil shall meet the following requirements:

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

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

9-14.3 Seed
(November 20, 2020 Lacey GSP)

Supplement this section with the following:

There shall be several types of mixes used on this project. The list of approved seed varieties are specifically identified list below. They shall be applied at the given rates. Source identified seed shall be fourth generation or earlier. Non-Source Identified seed shall meet or exceed Washington State Department of Agriculture Certified Seed Standards. Seeds shall be certified "Weed Free", indicating there are no noxious or nuisance weeds in the seed.

Lawn Mix - shall be applied at 200 pounds per acre and the maximum weed seed shall be no more than 0.5%. Grass seed of the following composition, proportion, and quality shall be applied as follows:

Kind and Variety of Seed	Percent By Weight	Minimum Pure Seed	Minimum Germination
Equal Mix 3-Perennial Ryegrasses	60%	98%	90%
One Chewing Fine Fescue	20%	98%	90%
One Creeping Red Fescue	20%	98%	90%

Approved Seed Type:

Perennial Ryegrasses

Fiesta 4	Manhattan 5	Grand Slam GLD	Karma
SR 4650	Karma	Banfield	Sideways
Thrive	Wicked	Pavilion	Dasher 3
Tetradark			

Creeping Red Fescue
Salsa

Cindy

Jasper

Salem

Chewing Fescue
Tiffany
Weekend

Shadow II
Tamara

Treasure E
Enjoy

Longfellow
Victory

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F
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: April 1, 2026 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.

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APPENDICES

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APPENDIX G
COL RAM FORM
AND INSTRUCTIONS


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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

Section 2

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.

APPENDIX H

CSWGP - SWPPP

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Construction Stormwater General Permit (CSWGP)

Stormwater Pollution Prevention Plan (SWPPP)

for
Jubilee SW Pond Rehabilitation

Prepared for:
Department of Ecology
Southwest Regional Office

Permittee / Owner	Developer	Operator / Contractor
City of Lacey	City of Lacey	TBD

8519 & 8637 Bainbridge loop NE

Update as necessary.

Certified Erosion and Sediment Control Lead (CESCL)

Name	Organization	Contact Phone Number
TBD	TBD	TBD

SWPPP Prepared By

Name	Organization	Contact Phone Number
David Knox	City of Lacey	(360)486-8057

SWPPP Preparation Date
12/15/2025

Project Construction Dates

Activity / Phase	Start Date	End Date
Construction Start		

GENERAL INSTRUCTIONS AND CAVEATS

This template presents the recommended structure and content for preparation of a Construction Stormwater General Permit (CSWGP) Stormwater Pollution Prevention Plan (SWPPP).

The Department of Ecology's (Ecology) CSWGP requirements inform the structure and content of this SWPPP template; however, **you must customize this template to reflect the conditions of your site.**

A Construction Stormwater Site Inspection Form can be found on Ecology's website.
<https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>

Using the SWPPP Template

Each section will include instructions and space for information specific to your project. Please read the instructions for each section and provide the necessary information when prompted. This Word template can be modified electronically. You may add/delete text, copy and paste, edit tables, etc. Some sections may be completed with brief answers while others may require several pages of explanation.

INSTRUCTIONS

Instructions are identified by gray shading, and should **be deleted upon SWPPP completion. Delete this entire section upon SWPPP completion.**

Follow this link to a copy of the Construction Stormwater General Permit:

<https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>

Table of Contents

List of Tables

List of Appendices

List of Acronyms and Abbreviations

Acronym / Abbreviation	Explanation
303(d)	Section of the Clean Water Act pertaining to Impaired Waterbodies
BFO	Bellingham Field Office of the Department of Ecology
BMP(s)	Best Management Practice(s)
CESCL	Certified Erosion and Sediment Control Lead
CO₂	Carbon Dioxide
CRO	Central Regional Office of the Department of Ecology
CSWGP	Construction Stormwater General Permit
CWA	Clean Water Act
DMR	Discharge Monitoring Report
DO	Dissolved Oxygen
Ecology	Washington State Department of Ecology
EPA	United States Environmental Protection Agency
ERO	Eastern Regional Office of the Department of Ecology
ERTS	Environmental Report Tracking System
ESC	Erosion and Sediment Control
GULD	General Use Level Designation
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Units
NWRO	Northwest Regional Office of the Department of Ecology
pH	Power of Hydrogen
RCW	Revised Code of Washington
SPCC	Spill Prevention, Control, and Countermeasure
su	Standard Units
SWMMEW	Stormwater Management Manual for Eastern Washington
SWMMWW	Stormwater Management Manual for Western Washington
SWPPP	Stormwater Pollution Prevention Plan
TESC	Temporary Erosion and Sediment Control
SWRO	Southwest Regional Office of the Department of Ecology
TMDL	Total Maximum Daily Load
VFO	Vancouver Field Office of the Department of Ecology
WAC	Washington Administrative Code
WSDOT	Washington Department of Transportation
WWHM	Western Washington Hydrology Model

Project Information (1.0)

Project/Site Name: Jubilee SW Pond Rehabilitation
Street/Location: 8519 & 8637 Bainbridge Loop NE
City: Lacey State: WA Zip code: 98516
Subdivision:
Receiving waterbody: Groundwater

Existing Conditions (1.1)

Total acreage (including support activities such as off-site equipment staging yards, material storage areas, borrow areas).

Total acreage: 2.3

Disturbed acreage: [Insert text here]

Existing structures: 0

Landscape topography: Stormwater ponds

Drainage patterns: N/A (work will be conducted in an infiltration pond)

Existing Vegetation: Native growth

Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes):
None

List of known impairments for 303(d) listed or Total Maximum Daily Load (TMDL) for the receiving waterbody: [Insert text here]

Table 1 includes a list of suspected and/or known contaminants associated with the construction activity.

List all known or suspected contaminants associated with this site in Table 1. Include contaminants previously remediated.

Table 1 – Summary of Site Pollutant Constituents

Constituent (Pollutant)	Location	Depth	Concentration
[Insert Text]	[Insert Text]	[Insert Text]	[Insert Text]

Proposed Construction Activities (1.2)

Description of site development (example: subdivision):

[Insert Text]

Description of construction activities (example: site preparation, demolition, excavation):

[Insert Text]

Description of site drainage including flow from and onto adjacent properties. Must be consistent with Site Map in Appendix A:

[Insert Text]

Description of final stabilization (example: extent of revegetation, paving, landscaping):

[Insert Text]

Contaminated Site Information:

Proposed activities regarding contaminated soils or groundwater (example: on-site treatment system, authorized sanitary sewer discharge):

[Insert Text]

Construction Stormwater Best Management Practices (BMPs) (2.0)

Describe the BMPs identified to control pollutants in stormwater discharges. Depending on the site, multiple BMPs for each element may be necessary. For each element identified:

- Clearly describe the control measure(s).
- Describe the implementation sequence.
- Describe the inspection and maintenance procedures for that specific BMP.
- Identify the responsible party for maintaining BMPs (if your SWPPP is shared by multiple operators, indicate the operator responsible for each BMP).

Categorize each BMP under one of the following elements as listed below:

1. Preserve Vegetation / Mark Clearing Limits
2. Establish Construction Access
3. Control Flow Rates
4. Install Sediment Controls
5. Stabilize Soils
6. Protect Slopes
7. Protect Drain Inlets
8. Stabilize Channels and Outfalls
9. Control Pollutants
10. Control Dewatering
11. Maintain BMPs
12. Manage the Project
13. Protect Low Impact Development

- BMPs must be consistent with the most current approved edition of the Stormwater Management Manual for Western Washington (SWMMWW) at sites west of the crest of the Cascade Mountains; the Stormwater Management Manual for Eastern Washington (SWMMEW) for sites east of the crest of the Cascade Mountains at the time the general permit was issued; or other Ecology-approved manual.
- Note the location of each BMP on your Site Map in Appendix A.
- Include the corresponding Ecology source control BMPs and runoff conveyance and treatment BMPs in Appendix B.
 - SWMMWW Volume II Chapter 4 Sections 4.1 and 4.2 – <https://fortress.wa.gov/ecy/publications/SummaryPages/1410055.html> or
 - SWMMEW Chapter 7 Section 7.3.1 and 7.3.2 – <https://fortress.wa.gov/ecy/publications/summarypages/0410076.html>
 - If it can be justified that a particular element does not apply to the project site, include a written justification in lieu of the BMP description in the text for the appropriate element.

The SWPPP is a living document reflecting current conditions and changes throughout the life of the project. These changes may be informal (i.e. hand-written notes and deletions). Update the SWPPP when the CESCL has noted a deficiency in BMPs or deviation from original design.

The 13 Elements (2.1)

Element 1: Preserve Vegetation / Mark Clearing Limits (2.1.1)

Describe the methods (signs, fences, etc.) you will use to protect those areas that should not be disturbed.

Describe natural features identified and how each will be protected during construction. Trees that are to be preserved, as well as all sensitive areas and their buffers, shall be clearly delineated, both in the field and on the plans.

Describe how natural vegetation and native topsoil will be preserved.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Element 2: Establish Construction Access (2.1.2)

Describe how you will minimize dust generation and vehicles tracking sediment off-site.

Limit vehicle access to one route, if possible.

Recycled concrete used to establish construction ingress or egress may be a stormwater pollutant source that requires treatment prior to discharge.

Street sweeping, street cleaning, or wheel wash/tire baths may be necessary if the stabilized construction access is not effective. All wheel wash wastewater shall be controlled on-site and CANNOT be discharged into waters of the State.

Install site ingress/egress stabilization BMPs according to BMP C105.

Describe how you will clean the affected roadway(s) from sediment which is tracked off-site.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Element 3: Control Flow Rates (2.1.3)

Describe how you will protect properties and waterways downstream of the project from increased speed and volume of stormwater discharges due to construction activity.

Construction of stormwater retention and/or detention facilities must be done as one of the first steps in grading.

Assure that detention facilities are functioning properly before constructing site improvements (i.e. impervious surfaces).

If applicable, describe how you will protect areas designed for infiltration from siltation during the construction phase.

Will you construct stormwater retention and/or detention facilities?

Yes No

Will you use permanent infiltration ponds or other low impact development (example: rain gardens, bio-retention, porous pavement) to control flow during construction?

Yes No

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Element 4: Install Sediment Controls (2.1.4)

Describe how you will minimize sediment discharges from the site. Construct sediment control BMPs as one of the first steps of grading. These BMPs must be functional before other land disturbing activities – especially grading and filling – take place.

Describe the BMPs identified to filter sediment prior to it being discharged to an infiltration system or leaving the construction site.

Describe how you will direct stormwater for maximum infiltration where feasible.

Describe how you will not interfere with the movement of juvenile Salmonids attempting to enter off-channel areas or drainages.

Describe how you will respond if sediment controls are ineffective and turbid water is observed discharging from the site.

Consider the amount, frequency, intensity and duration of precipitation, soil characteristics, and site characteristics when selecting sediment control BMPs.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Element 5: Stabilize Soils (2.1.5)

Describe how you will stabilize exposed and unworked soils throughout the life of the project (i.e. temporary and permanent seeding, mulching, erosion control fabrics, etc.).

Describe how you will stabilize soil stockpiles.

Describe how you will minimize the amount of soil exposed throughout the life of the project.

Describe how you will minimize the disturbance of steep slopes.

Describe how you will minimize soil compaction.

Describe how you will stabilize contaminated soil and contaminated soil stockpiles if applicable.

Exposed and unworked soils will be stabilized according to the time period set forth for dry and wet seasons, on the west or east sides of the crest of the Cascade Mountains.

Select your region's table and delete the others.

West of the Cascade Mountains Crest

Season	Dates	Number of Days Soils Can be Left Exposed
During the Dry Season	May 1 – September 30	7 days
During the Wet Season	October 1 – April 30	2 days

East of the Cascade Mountains Crest, except the Central Basin*

Season	Dates	Number of Days Soils Can be Left Exposed
During the Dry Season	July 1 – September 30	10 days
During the Wet Season	October 1 – June 30	5 days

The Central Basin*, East of the Cascade Mountain Crest

Season	Dates	Number of Days Soils Can be Left Exposed
During the Dry Season	July 1 – September 30	30 days
During the Wet Season	October 1 – June 30	15 days

*Note: The Central Basin is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches.

Soils must be stabilized at the end of the shift before a holiday or weekend if needed based on the weather forecast.

Anticipated project dates:

Start date:

End date:

Will you construct during the wet season?

Yes

No

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Element 6: Protect Slopes (2.1.6)

West of the Cascade Mountains Crest

Describe how slopes will be designed, constructed, and protected to minimize erosion.

Temporary pipe slope drains must handle the peak 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate predicted by an approved continuous runoff model, increased by a factor of 1.6, may be used.

The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits.

For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates.

If using the Western Washington Hydrology Model (WWHM) to predict flows, bare soil areas should be modeled as “landscaped area”.

Describe how you will reduce scouring within constructed channels that are cut down a slope.

East of the Cascade Mountain Crest

Describe how slopes will be designed, constructed, and protected to minimize erosion.

Temporary pipe slope drains must handle the expected peak flow velocity from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.

Describe how you will reduce scouring within constructed channels that are cut down a slope.

Will steep slopes be present at the site during construction?

Yes No

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Element 7: Protect Drain Inlets (2.1.7)

Describe how you will protect all operable storm drain inlets so that stormwater runoff does not enter the stormwater conveyance system.

Describe how you will remove sediment that enters the stormwater conveyance system (i.e. filtration, treatment, etc.).

Keep in mind inlet protection may function well for coarse sediment but is less effective in filtering finer particles and dissolved constituents. Inlet protection is the last component of a treatment train and protection of drain inlets include additional sediment and erosion control measures. Inlet protection devices will be cleaned (or removed and replaced), when sediment has filled the device by one third (1/3) or as specified by the manufacturer.

Inlets will be inspected weekly at a minimum and daily during storm events.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Element 8: Stabilize Channels and Outlets (2.1.8)

Describe how you will prevent downstream erosion where site runoff is to be conveyed in channels, discharged to a stream or, discharged to a natural drainage point.

West of the Cascade Mountains Crest

On-site conveyance channels must handle the peak 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate predicted by an approved continuous runoff model, increased by a factor of 1.6, may be used.

The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits.

For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates.

If using the WWHM to predict flows, bare soil areas should be modeled as “landscaped area”.

East of the Cascade Mountain Crest

On-site conveyance channels must handle the expected peak flow velocity from a 6-month, 3-hour storm from the developed condition, referred to as the short duration storm.

Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches, will be installed at the outlets of all conveyance systems.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Element 9: Control Pollutants (2.1.9)

The following pollutants are anticipated to be present on-site:

Table 2 – Pollutants

Pollutant (and source, if applicable)
[List pollutants here]

Describe how you will handle and dispose of all pollutants, including waste materials and demolition debris, in a manner that does not cause contamination of stormwater.

Describe how you will cover, contain, and protect from vandalism all chemicals, liquid products, petroleum products, and other polluting materials.

Describe how you will manage known contaminants to prevent their discharge with stormwater to waters of the State (i.e. treatment system, off-site disposal).

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Will maintenance, fueling, and/or repair of heavy equipment and vehicles occur on-site?

Yes No

If yes, describe spill prevention and control measures in place while conducting maintenance, fueling, and repair of heavy equipment and vehicles.

If yes, also provide the total volume of fuel on-site and capacity of the secondary containment for each fuel tank. Secondary containment structures shall be impervious.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Will wheel wash or tire bath system BMPs be used during construction?

Yes No

If yes, provide disposal methods for wastewater generated by BMPs.

If discharging to the sanitary sewer, include the approval letter from your local sewer district under Correspondence in Appendix C.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Will pH-modifying sources be present on-site?

Yes No If yes, check the source(s).

Table 3 – pH-Modifying Sources

	None
	Bulk cement
	Cement kiln dust
	Fly ash
	Other cementitious materials
	New concrete washing or curing waters
	Waste streams generated from concrete grinding and sawing
	Exposed aggregate processes
	Dewatering concrete vaults
	Concrete pumping and mixer washout waters
	Recycled concrete
	Other (i.e. calcium lignosulfate) [please describe]

Describe BMPs you will use to prevent pH-modifying sources from contaminating stormwater.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Adjust pH of stormwater if outside the range of 6.5 to 8.5 su.

Obtain written approval from Ecology before using chemical treatment with the exception of CO₂ or dry ice to modify pH.

Concrete trucks must not be washed out onto the ground, or into storm drains, open ditches, streets, or streams. Excess concrete must not be dumped on-site, except in designated concrete washout areas with appropriate BMPs installed.

Element 10: Control Dewatering (2.1.10)

Describe where dewatering will occur, including source of the water to be removed. State clearly if dewatering water is contaminated or has the potential to be contaminated.

Water from foundations, vaults, and trenches with characteristics similar to stormwater runoff shall be discharged into a controlled conveyance system before discharging to a sediment trap or sediment pond. Clean dewatering water will not be routed through stormwater sediment ponds.

Only clean, non-turbid dewatering water (such as well-point groundwater) may be discharged to systems tributary to, or directly into, surface waters of the State, provided the dewatering flow does not cause erosion or flooding of receiving waters.

Describe how you will manage dewatering water to prevent the discharge of contaminants to waters of the State, including dewatering water that has come in contact with stormwater (i.e. treatment system, off-site disposal).

[Insert text here]

Check treatment or disposal option for dewatering water, if applicable:

Table 4 – Dewatering BMPs

	Infiltration
	Transport off-site in a vehicle (vacuum truck for legal disposal)
	Ecology-approved on-site chemical treatment or other suitable treatment technologies
	Sanitary or combined sewer discharge with local sewer district approval (last resort)
	Use of sedimentation bag with discharge to ditch or swale (small volumes of localized dewatering)

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Element 11: Maintain BMPs (2.1.11)

This section is a list of permit requirements and does not have to be filled out.

All temporary and permanent Erosion and Sediment Control (ESC) BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.

Maintenance and repair shall be conducted in accordance with each particular BMP specification (see *Volume II of the SWMMWW* or *Chapter 7 of the SWMMEW*).

Visual monitoring of all BMPs installed at the site will be conducted at least once every calendar week and within 24 hours of any stormwater or non-stormwater discharge from the site. If the site becomes inactive and is temporarily stabilized, the inspection frequency may be reduced to once every calendar month.

All temporary ESC BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed.

Trapped sediment shall be stabilized on-site or removed. Disturbed soil resulting from removal of either BMPs or vegetation shall be permanently stabilized.

Additionally, protection must be provided for all BMPs installed for the permanent control of stormwater from sediment and compaction. BMPs that are to remain in place following completion of construction shall be examined and restored to full operating condition. If sediment enters these BMPs during construction, the sediment shall be removed and the facility shall be returned to conditions specified in the construction documents.

Element 12: Manage the Project (2.1.12)

The project will be managed based on the following principles:

- Projects will be phased to the maximum extent practicable and seasonal work limitations will be taken into account.
- Inspection and monitoring:
 - Inspection, maintenance and repair of all BMPs will occur as needed to ensure performance of their intended function.
 - Site inspections and monitoring will be conducted in accordance with Special Condition S4 of the CSWGP. Sampling locations are indicated on the [Site Map](#). Sampling station(s) are located in accordance with applicable requirements of the CSWGP.
- Maintain an updated SWPPP.
 - The SWPPP will be updated, maintained, and implemented in accordance with Special Conditions S3, S4, and S9 of the CSWGP.

As site work progresses the SWPPP will be modified routinely to reflect changing site conditions. The SWPPP will be reviewed monthly to ensure the content is current.

Check all the management BMPs that apply at your site:

Table 5 – Management

	Design the project to fit the existing topography, soils, and drainage patterns
	Emphasize erosion control rather than sediment control
	Minimize the extent and duration of the area exposed
	Keep runoff velocities low
	Retain sediment on-site
	Thoroughly monitor site and maintain all ESC measures
	Schedule major earthwork during the dry season
	Other (please describe)

Element 13: Protect Low Impact Development (LID) BMPs (2.1.13)

Describe LIDs.

Permittees must protect all Bioretention and Rain Garden facilities from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the Bioretention and/or Rain Garden facilities. Restore the facilities to their fully functioning condition if they accumulate sediment during construction. Restoring the facility must include removal of sediment and any sediment-laden Bioretention/Rain Garden soils, and replacing the removed soils with soils meeting the design specification.

Permittees must maintain the infiltration capabilities of Bioretention and Rain Garden facilities by protecting against compaction by construction equipment and foot traffic. Protect completed lawn and landscaped areas from compaction due to construction equipment.

Permittees must control erosion and avoid introducing sediment from surrounding land uses onto permeable pavements. Do not allow muddy construction equipment on the base material or pavement. Do not allow sediment-laden runoff onto permeable pavements.

Permittees must clean permeable pavements fouled with sediments or no longer passing an initial infiltration test using local stormwater manual methodology or the manufacturer's procedures.

Permittees must keep all heavy equipment off existing soils under LID facilities that have been excavated to final grade to retain the infiltration rate of the soils.

Describe how you will protect LID facilities from sedimentation, protect soils from compaction, and maintain the infiltration capabilities.

Describe how you will clean permeable pavements fouled with sediments.

[Insert text here]

Pollution Prevention Team (3.0)

Table 7 – Team Information

Title	Name(s)	Phone Number
Certified Erosion and Sediment Control Lead (CESCL)	[Insert Name]	[Insert Number]
Resident Engineer		
Emergency Ecology Contact		
Emergency Permittee/ Owner Contact		
Non-Emergency Owner Contact		

Monitoring Personnel		
Ecology Regional Office	[Insert Regional Office]	[Insert General Number]

Monitoring and Sampling Requirements (4.0)

Monitoring includes visual inspection, sampling for water quality parameters of concern, and documentation of the inspection and sampling findings in a site log book. A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Stormwater sampling data

Create your own Site Inspection Form or use the Construction Stormwater Site Inspection Form found on Ecology's website. <https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>

File a blank form under Appendix D.

The site log book must be maintained on-site within reasonable access to the site and be made available upon request to Ecology or the local jurisdiction.

Numeric effluent limits may be required for certain discharges to 303(d) listed waterbodies. See CSWGP Special Condition S8 and Section 5 of this template.

Complete the following paragraph for sites that discharge to impaired waterbodies for fine sediment, turbidity, phosphorus, or pH:

The receiving waterbody, insert waterbody name, is impaired for: insert impairment. All stormwater and dewatering discharges from the site are subject to an **effluent limit** of 8.5 su for pH and/or 25 NTU for turbidity.

Site Inspection (4.1)

Site inspections will be conducted at least once every calendar week and within 24 hours following any discharge from the site. For sites that are temporarily stabilized and inactive, the required frequency is reduced to once per calendar month.

The discharge point(s) are indicated on the Site Map (see Appendix A) and in accordance with the applicable requirements of the CSWGP.

Stormwater Quality Sampling (4.2)

Turbidity Sampling (4.2.1)

Requirements include calibrated turbidity meter or transparency tube to sample site discharges for compliance with the CSWGP. Sampling will be conducted at all discharge points at least once per calendar week.

Method for sampling turbidity:

Check the analysis method you will use:

Table 8 – Turbidity Sampling Method

	Turbidity Meter/Turbidimeter (required for disturbances 5 acres or greater in size)
	Transparency Tube (option for disturbances less than 1 acre and up to 5 acres in size)

The benchmark for turbidity value is 25 nephelometric turbidity units (NTU) and a transparency less than 33 centimeters.

If the discharge's turbidity is 26 to 249 NTU **or** the transparency is less than 33 cm but equal to or greater than 6 cm, the following steps will be conducted:

1. Review the SWPPP for compliance with Special Condition S9. Make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
3. Document BMP implementation and maintenance in the site log book.

If the turbidity exceeds 250 NTU **or** the transparency is 6 cm or less at any time, the following steps will be conducted:

1. Telephone or submit an electronic report to the applicable Ecology Region's Environmental Report Tracking System (ERTS) within 24 hours.
<https://www.ecology.wa.gov/About-us/Get-involved/Report-an-environmental-issue>
 - Central Region (Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, Yakima): (509) 575-2490
 - Eastern Region (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman): (509) 329-3400
 - Northwest Region (King, Kitsap, Island, San Juan, Skagit, Snohomish, Whatcom): (425) 649-7000
 - Southwest Region (Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, Wahkiakum,): (360) 407-6300
2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period
3. Document BMP implementation and maintenance in the site log book.
4. Continue to sample discharges daily until one of the following is true:
 - Turbidity is 25 NTU (or lower).

- Transparency is 33 cm (or greater).
- Compliance with the water quality limit for turbidity is achieved.
 - 1 - 5 NTU over background turbidity, if background is less than 50 NTU
 - 1% - 10% over background turbidity, if background is 50 NTU or greater
- The discharge stops or is eliminated.

pH Sampling (4.2.2)

pH monitoring is required for “Significant concrete work” (i.e. greater than 1000 cubic yards poured concrete or recycled concrete over the life of the project). The use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD] or fly ash) also requires pH monitoring.

For significant concrete work, pH sampling will start the first day concrete is poured and continue until it is cured, typically three (3) weeks after the last pour.

For engineered soils and recycled concrete, pH sampling begins when engineered soils or recycled concrete are first exposed to precipitation and continues until the area is fully stabilized.

If the measured pH is 8.5 or greater, the following measures will be taken:

1. Prevent high pH water from entering storm sewer systems or surface water.
2. Adjust or neutralize the high pH water to the range of 6.5 to 8.5 su using appropriate technology such as carbon dioxide (CO₂) sparging (liquid or dry ice).
3. Written approval will be obtained from Ecology prior to the use of chemical treatment other than CO₂ sparging or dry ice.

Method for sampling pH:

Check the analysis method you will use:

Table 8 – pH Sampling Method

	pH meter
	pH test kit
	Wide range pH indicator paper

Discharges to 303(d) or Total Maximum Daily Load (TMDL) Waterbodies (5.0)

303(d) Listed Waterbodies (5.1)

The 303(d) status is listed on the Water Quality Atlas: <https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d>

Circle the applicable answer, if necessary:

Is the receiving water 303(d) (Category 5) listed for turbidity, fine sediment, phosphorus, or pH?

Yes No

List the impairment(s):

[Insert text here]

The receiving waterbody, **insert waterbody name**, is impaired for: **insert impairment**. All stormwater and dewatering discharges from the site are subject to an **effluent limit** of **8.5 su** for **pH and/or 25 NTU for turbidity**.

If yes, discharges must comply with applicable effluent limitations in S8.C and S8.D of the CSWGP.

Describe the method(s) for 303(d) compliance:

List and describe BMPs:

[Insert text here]

TMDL Waterbodies (5.2)

Waste Load Allocation for CWSGP discharges:

[Insert text here]

Describe the method(s) for TMDL compliance:

List and describe BMPs:

[Insert text here]

Discharges to TMDL receiving waterbodies will meet in-stream water quality criteria at the point of discharge.

The Construction Stormwater General Permit Proposed New Discharge to an Impaired Water Body form is included in Appendix F.

Reporting and Record Keeping (6.0)

Record Keeping (6.1)

This section does not need to be filled out. It is a list of reminders for the permittee.

Site Log Book (6.1.1)

A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Sample logs

Records Retention (6.1.2)

Records will be retained during the life of the project and for a minimum of three (3) years following the termination of permit coverage in accordance with Special Condition S5.C of the CSWGP.

Permit documentation to be retained on-site:

- CSWGP
- Permit Coverage Letter
- SWPPP
- Site Log Book

Permit documentation will be provided within 14 days of receipt of a written request from Ecology. A copy of the SWPPP or access to the SWPPP will be provided to the public when requested in writing in accordance with Special Condition S5.G.2.b of the CSWGP.

Updating the SWPPP (6.1.3)

The SWPPP will be modified if:

- Found ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site.
- There is a change in design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the State.

The SWPPP will be modified within seven (7) days if inspection(s) or investigation(s) determine additional or modified BMPs are necessary for compliance. An updated timeline for BMP implementation will be prepared.

Reporting (6.2)

Discharge Monitoring Reports (6.2.1)

Select and retain applicable paragraph.

Cumulative soil disturbance is less than one (1) acre; therefore, Discharge Monitoring Reports (DMRs) will not be submitted to Ecology because water quality sampling is not being conducted at the site.

Or

Cumulative soil disturbance is one (1) acre or larger; therefore, Discharge Monitoring Reports (DMRs) will be submitted to Ecology monthly. If there was no discharge during a given monitoring period the DMR will be submitted as required, reporting “No Discharge”. The DMR due date is fifteen (15) days following the end of each calendar month.

DMRs will be reported online through Ecology’s WQWebDMR System.

To sign up for WQWebDMR go to:

<https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance>

Notification of Noncompliance (6.2.2)

If any of the terms and conditions of the permit is not met, and the resulting noncompliance may cause a threat to human health or the environment, the following actions will be taken:

1. Ecology will be notified within 24-hours of the failure to comply by calling the applicable Regional office ERTS phone number (Regional office numbers listed below).
2. Immediate action will be taken to prevent the discharge/pollution or otherwise stop or correct the noncompliance. If applicable, sampling and analysis of any noncompliance will be repeated immediately and the results submitted to Ecology within five (5) days of becoming aware of the violation.
3. A detailed written report describing the noncompliance will be submitted to Ecology within five (5) days, unless requested earlier by Ecology.

Specific information to be included in the noncompliance report is found in Special Condition S5.F.3 of the CSWGP.

Anytime turbidity sampling indicates turbidity is 250 NTUs or greater, or water transparency is 6 cm or less, the Ecology Regional office will be notified by phone within 24 hours of analysis as required by Special Condition S5.A of the CSWGP.

- Central Region at (509) 575-2490 for Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, or Yakima County
- Eastern Region at (509) 329-3400 for Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, or Whitman County
- Northwest Region at (425) 649-7000 for Island, King, Kitsap, San Juan, Skagit, Snohomish, or Whatcom County
- Southwest Region at (360) 407-6300 for Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, or Wahkiakum

Include the following information:

1. Your name and / Phone number
2. Permit number
3. City / County of project
4. Sample results
5. Date / Time of call
6. Date / Time of sample
7. Project name

In accordance with Special Condition S4.D.5.b of the CSWGP, the Ecology Regional office will be notified if chemical treatment other than CO₂ sparging is planned for adjustment of high pH water.

Appendix/Glossary

A. Site Map

The site map must meet the requirements of Special Condition S9.E of the CSWGP

B. BMP Detail

Insert BMPs specification sheets here.

Download BMPs from the Ecology Construction Stormwater website at:

<https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Stormwater-manuals>

C. Correspondence

Ecology

EPA

Local Government

D. Site Inspection Form

Create your own or download Ecology's template:

<https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>

E. Construction Stormwater General Permit (CSWGP)

Download CSWGP: <https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>

F. 303(d) List Waterbodies / TMDL Waterbodies Information

Proposed New Discharge to an Impaired Water Body form
SWPPP Addendum addressing impairment

G. Contaminated Site Information

Administrative Order

Sanitary Discharge Permit

Soil Management Plan

Soil and Groundwater Reports

Maps and Figures Depicting Contamination

H. Engineering Calculations

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