
Special Provisions

SPECIAL PROVISIONS - CONTENTS

INTRODUCTION

1-01 DEFINITIONS AND TERMS..... 10
 1-01.3 Definitions *Supplement*..... 10

1-02 BID PROCEDURES AND CONDITIONS..... 12
 1-02.1 Prequalification of Bidders *Replacement*..... 12
 1-02.2 Plans and Specifications *Replacement* 12
 1-02.6 Preparation of Proposal *Supplement*..... 13
 1-02.13 Irregular Proposals *Modification* 13

1-03 AWARD AND EXECUTION OF CONTRACT 14
 1-03.3 Execution of Contract *Modification* 14
 1-03.4 Contract Bond *Supplement*..... 15

1-04 SCOPE OF THE WORK..... 16
 1-04.2 Coordination of Contract Documents, Plans, Special Provisions, 16
 Specifications, and Addenda *Modification* 16
 1-04.4(1) Minor Changes *Supplement* 16
 1-04.11 Final Cleanup *Supplement* 16

1-05 CONTROL OF WORK 17
 1-05.4 Conformity With and Deviations from Plans and Stakes *Supplement*. 17
 1-05.5 Protection and Restoration of Existing Markers and Monuments *New*
 17
 1-05.7 Removal of Defective and Unauthorized Work *Supplement*..... 18
 1-05.10 Guarantees *Supplement*..... 18
 1-05.11 Final Inspection *Supplement* 19
 1-05.14 Cooperation with Other Contractors *Supplement*..... 20
 1-05.14(1) Notifications Relative to Contractor's Activities *New*..... 20
 1-05.16 Water and Power *New*..... 22

1-06 CONTROL OF MATERIAL 22
 1-06.1 Approval of Materials Prior to Use *Supplement*..... 22
 1-06.2(1) Samples and Tests for Acceptance *Supplement*..... 22

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC 23
 1-07.1 Laws to be Observed *Supplement*..... 23
 1-07.2 State Taxes *Modification* 24
 1-07.9(5) Required Documents *Modification*..... 24
 1-07.13(2) Relief of Responsibility for Completed Work *Replacement* 24
 1-07.13(3) Relief of Responsibility for Damage by Public Traffic *Modification*..... 24
 1-07.14 Responsibility for Damage *Modification*..... 24
 1-07.14(1) Attorney's Fees, Costs, and Interest *New*..... 25
 1-07.15(1) Spill Prevention, Control and Countermeasures (SPCC) Plan
Supplement 25
 1-07.16(1) Private/Public Property *Supplement*..... 25

1-07.16(1)A	Maintenance of Streets <i>New</i>	25
1-07.16(3)	Fences, Mailboxes, Incidentals <i>Supplement</i>	26
1-07.16(4)	Archaeological and Historical Objects <i>Supplement</i>	26
1-07.17	Utilities and Similar Facilities <i>Supplement</i>	26
1-07.18	Public Liability and Property Damage Insurance <i>Supplement</i>	28
1-07.23	Public Convenience and Safety <i>Supplement</i>	28
1-07.23(1)	Construction Under Traffic <i>Modification</i>	29
1-07.23(1)A	Temporary Patching <i>New</i>	30
1-07.23(2)	Construction and Maintenance of Detours <i>Modification</i>	31
1-07.24	Rights of Way <i>Replacement</i>	31
1-08	PROSECUTION AND PROGRESS	32
1-08.1	Subcontracting <i>Supplement</i>	33
1-08.1(1)	Subcontract Completion and Return of Retainage Withheld <i>Replacement</i>	33
1-08.2	Assignment <i>Modification</i>	34
1-08.3(5)	Payment <i>Replacement</i>	34
1-08.4	Prosecution of Work <i>Supplement</i>	34
1-08.5	Time for Completion <i>Replacement</i>	34
1-08.6	Suspension of Work <i>Supplement</i>	35
1-08.9	Liquidated Damages <i>Supplement</i>	35
1-09	MEASUREMENT AND PAYMENT	35
1-09.1	Measurement of Quantities <i>Supplement</i>	35
1-09.6	Force Account <i>Supplement</i>	37
1-09.7	Mobilization <i>Supplement</i>	37
1-09.9	Payments <i>Replacement</i>	37
1-09.9(1)	Retainage <i>Supplement</i>	38
1-10	TEMPORARY TRAFFIC CONTROL	39
1-10.1(2)	Description <i>Supplement</i>	39
1-10.2 (2)	Traffic Control Plans <i>Supplement</i>	40
1-10.5	Payment <i>Supplement</i>	40
2-01	CLEARING, GRUBBING, AND ROADSIDE CLEANUP	41
2-01.1	Description <i>Supplement</i>	41
2-01.2	Disposal of Usable Material and Debris <i>Supplement</i>	41
2-01.3(4)	Roadside Cleanup <i>Supplement</i>	41
2-01.5	Payment <i>Supplement</i>	41
2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	42
2-02.1	Description <i>Supplement</i>	42
2-02.3	Construction Requirements <i>Supplement</i>	42
2-02.3(3)	Removal of Pavement, Sidewalks, and Curbs <i>Supplement</i>	42
2-02.3(4)	Cutting Pavement, Sidewalks, and Curbs <i>New</i>	42
2-02.3(5)	Abandoning Manhole, Catch Basin, or Inlet <i>New</i>	43
2-02.4	Measurement <i>Supplement</i>	43
2-02.5	Payment <i>Supplement</i>	43
2-09	STRUCTURE EXCAVATION	44
2-09.1	Description <i>Supplement</i>	44

2-09.3(1)D	Disposal of Excavated Material	<i>Replacement</i>	44
2-09.3(3)1	General Requirements	<i>Supplement</i>	44
2-09.3(3)D	Shoring and Cofferdams	<i>Supplement</i>	44
2-09.4	Measurement	<i>Supplement</i>	44
2-09.5	Payment	<i>Modification</i>	44
3-01	PRODUCTION FROM QUARRY AND PIT SITES		46
3-01.4	Contractor-Furnished Material Sources	<i>Supplement</i>	46
3-01.6	Payment	<i>Modification</i>	46
4-04	BALLAST AND CRUSHED SURFACING		47
4-04.1	Description	<i>Supplement</i>	47
4-04.2	Material	<i>Supplement</i>	47
4-04.4	Measurement	<i>Supplement</i>	47
4-04.5	Payment	<i>Supplement</i>	47
5-04	HOT MIX ASPHALT		48
5-04.1	Description	<i>Supplement</i>	48
5-04.3	Construction Requirements		48
5-04.3(3)A	Material Transfer Device/Vehicle	<i>Deleted</i>	48
5-04.3(7)A	Mix Design	<i>Replacement</i>	48
5-04.3(8)A	Acceptance Sampling and Testing – HMA Mixture	<i>Modification</i>	48
5-04.3(22)	Pavement Patching	<i>New</i>	49
5-04.3(23)	HMA Driveways	<i>New</i>	49
5-04.3(24)	Temporary Pavement Patching	<i>Supplement</i>	49
5-04.4	Measurement	<i>Supplement</i>	50
5-04.5	Payment	<i>Supplement</i>	50
7-04	STORM SEWERS		51
7-04.2	Materials	<i>Supplement</i>	51
7-04.3(1)	Cleaning and Testing	<i>Replacement</i>	51
7-04.4	Measurement	<i>Modification</i>	51
7-04.5	Payment	<i>Supplement</i>	51
7-05	MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS		52
7-05.1(1)	Storm Water Treatment Unit Design	<i>New</i>	52
7-05.2	Materials	<i>Supplement</i>	52
7-05.3(3)	Connections to Existing Manholes	<i>Supplement</i>	53
7-05.5	Payment	<i>Supplement</i>	54
7-08	GENERAL PIPE INSTALLATION REQUIREMENTS		55
7-08.1	Description	<i>Supplement</i>	55
7-08.3(1)A	Trenches	<i>Supplement</i>	55
7-08.3(2)B	Pipe Laying – General	<i>Supplement</i>	55
7-08.3(2)E	Rubber Gasketed Joints	<i>Supplement</i>	55
7-08.3(3)	Backfilling	<i>Supplement</i>	56
7-08.3(5)	Pipe Crossing Existing Utilities	<i>New</i>	56
7-08.3(6)	Utility Potholing	<i>New</i>	56
7-08.4	Measurement	<i>Supplement</i>	56
7-08.5	Payment	<i>Supplement</i>	56

8-01	EROSION CONTROL AND WATER POLLUTION CONTROL	57
	8-01.3(8) Street Cleaning <i>Supplement</i>	57
	8-01.3 (9)D Inlet Protection <i>Supplement</i>	57
	8-01.5 Payment <i>Supplement</i>	57
8-02	ROADSIDE RESTORATION	57
	8-02.3(11) Bark or Wood Chip Mulch <i>Supplement</i>	57
	8-02.3(14) Plant Replacement <i>Supplement</i>	58
	8-02.4 Measurement <i>Supplement</i>	58
	8-02.5 Payment <i>Supplement</i>	58
8-06	CEMENT CONCRETE DRIVEWAY ENTRANCES	58
	8-06.3 Construction Requirements <i>Supplement</i>	58
	8-06.5 Payment <i>Supplement</i>	59
8-12	CHAIN LINK FENCE AND WIRE FENCE	59
8-12.1	DESCRIPTION SUPPLEMENT.....	59
	8-12.5 Payment <i>Supplement</i>	59
8-18	MAILBOX SUPPORT	59
	8-18.3 Construction Requirements <i>Supplement</i>	59
	8-18.4 Measurement <i>Supplement</i>	60
	8-18.5 Payment <i>Supplement</i>	60
8-21	PERMANENT SIGNING	60
	8-21.1 Description <i>Supplement</i>	60
	8-21.3 (5) Sign Relocation <i>Supplement</i>	60
	8-21.3(14) Existing Sign Maintenance <i>New</i>	61
	8-21.5 Payment <i>Supplement</i>	61
8-22	PAVEMENT MARKING	61
	8-22.1 Description <i>Supplement</i>	61
	8-22.3(2) Preparation of Roadway Surfaces <i>Supplement</i>	61
	8-22.5 Payment <i>Supplement</i>	62
9-05	DRAINAGE STRUCTURES, CULVERTS AND CONDUITS	63
	9-05.15(2) Metal Frame, Grate and Solid Metal Cover for Catch Basins or Inlets <i>Supplement</i> 63	

★ ★ IMPORTANT - PLEASE READ ★ ★

INTRODUCTION TO THE SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with these Special Provisions and Standard Specifications per each Volume of these bid documents.

WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2018 English edition, including the Local Agency (APWA) General Special Provisions, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter referred as “Standard Specifications”).

The Standard Specifications, as modified or supplemented by these Special Provisions, shall govern all of the Work. 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.

Also incorporated into the Contract Documents by reference are:

Manual on Uniform Traffic Control Devices for Streets and Highways, current edition as amended by WSDOT

Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

Pierce County Transportation Services Standard Plans, current edition

Pierce County Stormwater Management Manual, current edition

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

These Special Provisions *supplement*, *add new*, *replace*, or *modify* the combined Standard Specifications and Amendments. For clarification of the purpose of the sections provided, these Special Provisions have the following added section descriptors:

Supplement: Text supplements, slightly modifies, or adds clarification to the identified section of the Standard Specifications.

New: Item/specification is unique to this project and will not be found in the Standard Specifications.

Replacement: A replacement of the entire identified section or subsection of the Standard Specifications.

Modification: A replacement of the identified sentence or paragraph of the Standard Specifications.

APWA GSP: An APWA General Special Provision applicable to this project.

WSDOT GSP: A WSDOT General Special Provision applicable to this project, or required to be inserted in the specifications of all projects with Federal Aid.

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

The work to be performed under this Contract consists of furnishing of materials, equipment, tools, labor, and other work or items incidental thereto (excepting any materials, equipment, utilities, or service, if any specified herein to be furnished by Owner or others), and performing all Work as required by the Contract in accordance with the Contract Documents, all of which are made a part hereof.

This project consists of storm drainage improvements within the right-of-way, within easements, and private properties at various sites within the City of Lakewood.

Work also includes but is not limited to installation of storm drainage structures, road and property restoration, and all other necessary work to complete the project as specified and shown in the Contract Documents.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Supplement

Supplement Section 1-01.3 as follows:

(May 25, 2006 APWA GSP)

All references in the Standard Specifications to the terms “State”, “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 “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency’s headquarters are located.

Alternate

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

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.

Install

Means “furnish and install” as specified and shown in the Plans unless otherwise noted that materials are to be furnished by others.

Or Equivalent

A manufactured article, material, method, or work, which in the sole opinion of the Engineer is equally desirable or suitable for the purposes intended in the Contract Documents, as compared with similar articles specifically mentioned therein.

Performance and Payment Bond

Same as “Contract Bond” defined in the Standard Specifications.

Provide

Means “furnish and install” as specified and shown in the Plans.

Shop Drawings

Same as “Working Drawings” defined in the Standard Specifications.

Traffic

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

Utility

Public or private fixed improvement for the transportation of fluids, gases, power, signals, or communications and shall be understood to include tracks, overhead and underground wires, cables, pipelines, conduits, ducts, sewers, or storm drains.

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, and only minor incidental work, replacement of temporary substitute facilities, 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.

Notice of Award

The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the bid.

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.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Replacement

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(October 1, 2005 APWA GSP)

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Contract Documents. The Contracting Agency reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

1-02.2 Plans and Specifications

Replacement

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the work.

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17") and Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34") and Contract Provisions	3	Furnished automatically upon award.

Additional plans and Contract Provisions may be purchased by the Contractor via downloading and printing documents from Builder's Exchange as noted in the Advertisement for Bids.

1-02.6 Preparation of Proposal*Supplement**(January 23, 2006 APWA GSP)*

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit price must equal or exceed the minimum amount stated.

1-02.13 Irregular Proposals*Modification**(October 1, 2005 APWA GSP)*

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
 - a. The bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, -deletions, alternate bids, or conditions;
 - d. The bidder adds provisions reserving the right to reject or accept the award, or enter into the contract;
 - e. A price per unit cannot be determined from the bid proposal;
 - f. The proposal form is not properly executed;
 - g. The bidder fails to submit or properly complete a subcontractor list, if applicable, as required in Section 1 02.6.
 - h. The bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6; or
 - i. The bid proposal does not constitute a definite and unqualified offer to meet the material terms of the bid invitation.

1-02.14 Disqualification of Bidders*Modification**(September 12, 2007 APWA GSP)*

Revise this section to read:

1. A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the responsibility criteria in RCW 39.04.
2. A bidder may be deemed not responsible and the proposal rejected if:
 - a. More than one proposal is submitted for the same project from a bidder under the same or different names;
 - b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
 - c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized

prequalification amount as may have been determined by a prequalification of the bidder;

- d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization;
- e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
- f. The bidder failed to settle bills for labor or materials on past or current contracts;
- g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
- h. The bidder is unable, financially or otherwise, to perform the work; or
- i. There are any other reasons deemed proper by the Contracting Agency.

1-02.15 Pre Award Information

Modification

(October 1, 2005 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. A copy of State of Washington Contractor’s Registration, or
8. 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

Modification

(October 1, 2005 APWA GSP)

Revise this section to read:

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, and a satisfactory bond as required by law and Section 1-03.4. 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 **20** 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

Supplement

Section 1-03.4 is supplemented with the following:

(June 27, 2011)

Release of Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than \$ 35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the Contract Bond have been resolved.

1-04 SCOPE OF THE WORK

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

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 over 3, 3 over 4, and so forth):

1. Change Orders (if any)
2. Agreement Form
3. Addenda (if any)
4. Proposal
5. Special Provisions
6. Contract Plans
7. Standard Plans / Details in the Contract Provisions
8. Amendments to the Standard Specifications
9. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
10. Contracting Agency’s Standard Plans (if any), and
11. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4(1) Minor Changes *Supplement*

Section 1-04.4(1) is supplemented with the following:

Payments and credits will be determined in accordance with Section 1-09.4 of the Standard Specifications. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for “Minor Changes” in the Proposal to become a part of the total bid by the Contractor. **The Contractor shall notify the Engineer immediately by telephone in the event of any change to the work that will require compensation and follow it up within two business days with written description and estimate of additional compensation e-mailed to the Engineer. Failure to notify the Engineer per these requirements will result in forfeiture of the claim of additional compensation.**

Minor Change	Force Account
--------------	---------------

1-04.11 Final Cleanup *Supplement*

Final cleanup shall also include:

3. Clean all storm drain pipes, structures and ditches that may have filled during work.
4. Replace damaged surfacing.
5. Clean all windows and broom clean buildings if requested by Engineer or Engineer’s Representative.

1-05 CONTROL OF WORK**1-05.4 Conformity With and Deviations from Plans and Stakes** *Supplement*

(April 7, 2008 APWA GSP)

Contractor Surveying – Roadway

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Project Engineer.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length, if needed.

All survey work performed by the Contractor shall conform to all applicable sections of the Revised Code of Washington and the Washington Administrative Code.

The Contractor shall provide all traffic control, signing, and temporary traffic control devices in order to provide a safe work zone.

All costs associated with interpreting plans, establishing grades, and locating improvements shall be considered incidental to other bid items. No compensation will be made for surveying, resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

1-05.5 Protection and Restoration of Existing Markers and Monuments *New*

Section 1-05.5 is added as follows:

Contractor shall take care to protect all existing monuments and property corner markers encountered during the course of construction. Contractor shall immediately notify Owner of any existing monuments and property corners disturbed by construction activities. All existing markers and/or monuments that must be removed for construction purposes are to be referenced by survey ties and then replaced by Contractor. The Contractor shall follow the "monument removal process" outlined in WAC 332-120. All

existing property corner markers disturbed or removed by Contractor's operations which, in the opinion of Engineer, were not required to be removed for construction purposes shall be replaced, at Contractor's own expense, by a Professional Land Surveyor registered in the State of Washington. Resetting of property corners for which there is no Record of Survey or Short Plat filed with the County Auditor may require exhaustive and expensive resurvey.

1-05.7 Removal of Defective and Unauthorized Work*Supplement*

Section 1-05.7 is supplemented with the following:

If any work is declared defective and/or unauthorized by the engineer, the Contractor shall promptly replace and re-execute work by Contractor forces, in accordance with the intent of the Contract and without expense to Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such condemned work and materials and commence re-execution of the work within 7 calendar days of notice from Engineer, Owner may correct the same as provided in the Standard Specifications. In that case, Owner may store removed material.

If Contractor does not pay the cost of such removal and storage within 10 calendar days from the date of the notice to Contractor of the fact of such removal, Owner may, upon an additional 10 calendar days written notice, sell such materials at public or private sale, and deduct all costs and expenses incurred from moneys due to Contractor, including costs of sale, and accounting to Contractor for the net proceeds remaining. Owner may bid at any such sale. Contractor shall be liable to Owner for the amount of any deficiency from any funds otherwise due Contractor.

If any part or portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Contract Provisions and if the imperfection of the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work but shall make such deductions in the final payment as may be just and reasonable, at the sole discretion of the Owner.

1-05.10 Guarantees*Supplement*

Section 1-05.10 is supplemented with the following:

Contractor shall be responsible for correcting all defects in workmanship and material within one year after Final Acceptance of this work by Owner. Contractor shall start work to remedy such defects within 7 calendar days of written notice of discovery thereof by Owner and shall complete such work within the time stated in the notice. In emergencies, where damage may result from delay or where loss of services may result, such corrections may be made by Owner, in which case the cost shall be borne by Contractor. In the event Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by 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 Owner.

1-05.11 Final Inspection

Supplement

Section 1-05.11 is supplemented with the following:

Unless otherwise noted in the Contract Documents, Contractor shall give Engineer a minimum of 3 working days notice of the time for each test and inspection. If the inspection is by another authority than Engineer, Contractor shall give Engineer a minimum of 3 working days notice of the date fixed for such inspection. Required certificates of inspection by other authority than Engineer shall be secured by Contractor.

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.

1-05.14 Cooperation with Other Contractors

Supplement

Section 1-05.14 is supplemented with the following:

Contractor shall afford Owner and other contractors working in the area reasonable opportunity for the introduction and storage of their materials and the execution of their respective work and shall properly connect and coordinate Contractor's work with theirs.

Other utilities, districts, agencies, and contractors who may be working within the project area are:

1. Puget Sound Energy (power and gas)
2. Comcast
3. Century Link
4. City of Lakewood
5. Lakewood Water District
6. Pierce Transit

1-05.14(1) Notifications Relative to Contractor's Activities

New

Section 1-05.14(1) is added as follows:

Contractor shall notify the following listed agencies and individuals, prior to commencement of the work, and submit to these agencies/individuals:

- a. The name(s) of the construction superintendent in responsible charge, and other individuals having full authority to execute the orders or directions of Engineer, in the event of an emergency.
- b. The time of the commencement and completion of work.
- c. Names of streets or locations of alleys to be closed.
- d. Schedule of operations.

- e. Routes of detours where possible.
- f. Planned utility shutdown times and locations.
- g. Construction staging.

Contractor must notify the same parties, in writing, of all changes to any of the above items during the project.

The following addresses and telephone numbers of public and franchise utilities and public services are supplied for the Contractor's convenience.

Lakewood Water District
Attention: Ian Black
11900 Gravelly Lake Drive SW
Lakewood, Washington 98499
Telephone: 253.588.4423
Fax: 253.409.2405

Clover Park School District –
Business Office
Attn: Michael Forsythe
10903 Gravelly Lake Drive SW
Lakewood, WA 98499
Telephone: 253.583.7363
miforsyt@cloverpark.k12.wa.us

City of Lakewood Police Department
9401 Lakewood Drive SW
Lakewood, Washington 98499
Telephone: 253.830.5000
Fax: 253.830.5069

U.S. Post Office
Lakewood Center Branch
Attention: Tim Fox
Lakewood, WA 98499
Telephone: 253.983.8266
Fax: 651.456.6198

Pierce County Sewer
Attention: Jeff Roscoe
10311 Chambers Creek Road West
Tacoma, WA 98467-1040
Telephone: 253.798.3013

Pierce County Fire
District # 2
7509 Grange West
Lakewood, Washington 98499
Telephone: 253.582.4600 (Station)
Fax: 253.582.7912

Puget Sound Energy (Gas and Power)
Attention: Jeff Payne
3130 S. 38th Street
Tacoma, WA 98409
Telephone: 253.476.6267
jeff.payne@pse.com
Electrical Attention: Nichole Choi
Telephone: 253.941.6237
nichole.choi@pse.com
Gas Line Attention: Amber Uhls
Telephone: 253.476.6137
amber.uhls@pse.com

Pierce Transit
Attention: Mark Davilla
3701 96th Street SW
Lakewood, Washington 98499-0070
Telephone: 253.377.5027
mdavilla@piercetransit.org

Tacoma Power
3628 South 35th Street
Tacoma, WA 98409-3192
Attention: Tony Daniels
Telephone: 253.502.8076
Tdaniels2@cityoftacoma.org
Attention: John Green – Construction
Telephone: 253.307.5672

Century Link
Attention: Eric Charity
7850B S Trafton St. Building B
Tacoma, WA 98409
Telephone: (206) 733-8871
Eric.Charity1@centurylink.com

1-05.16 Water and Power

New

Add the following new section:

(October 1, 2005 APWA GSP)

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.

1-05.17 Oral Agreements

New

(October 1, 2005 AWPA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

1-06 CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior to Use

Supplement

Section 1-06.1 is supplemented with the following:

The Contractor shall submit via email, (or if requested, submit a minimum of 3 copies each,) of the Qualified Products List or Request for Approval of Material for each of the materials and equipment to be installed under the Contract. Engineer will review the lists within 10 working days, noting required corrections. Contractor shall make required corrections and file a minimum of 3 corrected copies with Engineer within one week after receipt of required corrections. Engineer's review and acceptance of the lists shall not relieve Contractor from responsibility for suitability for the intended purpose, nor for deviations from the Contract Documents.

1-06.2(1) Samples and Tests for Acceptance

Supplement

Section 1-06.2(1) is supplemented with the following:

The finished Work shall be in accordance with approved samples. Approval of samples by Engineer does not relieve Contractor of responsibility for performance of the Work in accordance with the Contract Documents.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

Supplement

(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.

(April 3, 2006 APWA GSP)

Confined Space

Confined spaces are known to exist at the following locations:

All sewer, storm, and water main construction.

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

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractors Confined Space program shall be sent to the contracting agency at least 30 days prior to the contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor

shall communicate with the Project Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

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

1-07.2 State Taxes*Modification*

The third paragraph of Section 1-07.2 is revised to read:

The Contracting Agency will release the Contract Bond only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid.

Section 1-07.2 is supplemented with the following:

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay Sales tax. The provisions of Section 1-07.2(1) apply.

1-07.9(5) Required Documents*Modification*

Delete the first sentence of the third paragraph, and replace it with the following:

Contractor must submit weekly certified payrolls for the Contractor and all subcontractors and lower tier subcontractors, regardless of project's funding source.

1-07.13(2) Relief of Responsibility for Completed Work*Replacement*

Delete Section 1-07.13(2) and replace it with the following:

Contractor shall bear the risk of loss or damage for all finished or partially finished work until Final Acceptance of the entire Contract.

1-07.13(3) Relief of Responsibility for Damage by Public Traffic*Modification*

Change the first sentence to read:

When it is necessary for public traffic to utilize a roadway facility during construction, Contractor may, upon approval of a written request for each completed section, be relieved of responsibility for damages to permanent work by public traffic under the following circumstances:

1-07.14 Responsibility for Damage*Modification*

In the first sentences of both the first and third paragraphs, after the words "State, Commission, Secretary and all officers and employees of the State", add:

and Owner, and their officers and employees...

1-07.14(1) Attorney's Fees, Costs, and Interest

New

Section 1-07.14(1) is added as follows:

Contractor shall reimburse Owner for attorney's fees, whether incident to suit or not, court costs, and other expenses incurred by Owner in enforcing any provision of this Contract or made necessary by any default of Contractor. Any charge by Owner to Contractor, pursuant to the terms of this Contract shall bear interest at the rate of 8 percent per annum from the date of demand by Owner, except that, if such claims are satisfied from funds withheld by Owner from Contractor, no interest shall be charged.

1-07.15(1) Spill Prevention, Control and Countermeasures (SPCC) Plan *Supplement*

Contractor shall prepare a project specific spill prevention, control and countermeasures (SPCC) plan to be used for the duration of the project as specified in the WSDOT Standards Specifications. The plan shall be submitted and approved by the Engineer prior to commencement of any on site construction activities.

Payment

Payment will be made at the discretion of Engineer, for the following bid item(s):

SPCC Plan	Lump Sum
-----------	----------

1-07.16(1) Private/Public Property

Supplement

Section 1-07.16(1) is supplemented with the following:

Contractor shall save Owner harmless from all suits and actions of every kind and description that might result from Contractor's use of property other than that belonging to Owner.

Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

Contractor is hereby advised that the location of fences, mail and paper boxes, trees, landscaping and other objects, if shown in the Plans, is provided solely to provide warning of the probable location of said objects and may not be precise or complete. Contractor shall satisfy himself as to the exact locations by contacting the property owners before proceeding with work.

1-07.16(1)A Maintenance of Streets

New

Section 1-07.16(1)A is added as follows:

Contractor shall be responsible for controlling dust and mud within the project limits. Contractor shall clean up on a daily basis all refuse, rubbish, scrap material and debris caused by the work, to the end that, at all times, the site of the work shall present a neat, orderly and workmanlike appearance.

Contractor shall be responsible at all times for the maintenance of streets and other utilities affected by construction operations. Contractor shall clean and sweep streets at the end of each working day, and throughout the working day as deemed necessary by Engineer, to render the streets free of all mud, debris, and foreign materials.

In the event Contractor fails to conform to these requirements, Owner shall have the right to have the work done by others and the cost shall be deducted from moneys due to Contractor in accordance with Section 1-05.7 of the Standard Specifications.

1-07.16(3) Fences, Mailboxes, Incidentals

Supplement

Section 1-07.16(3) is supplemented with the following:

Contractor shall follow any requirements of the USPS for maintenance of postal service during the course of construction. Where it becomes necessary to remove or otherwise disturb existing mail or paper boxes within the limits of the project, the Contractor shall install the boxes temporarily in such a position the services will not be impaired. This work shall be considered incidental to all other bid items listed in the proposal. No further payment shall be made.

Temporary fencing shall be placed as shown on the plans.

1-07.16(4) Archaeological and Historical Objects

Supplement

The Contractor shall follow the processes and procedures outlined in the Unanticipated Archaeological Discovery Plan that will be provided if needed.

1-07.17 Utilities and Similar Facilities

Supplement

Existing utilities indicated in the Plans have been plotted from the best information available to the Engineer. Information and data shown or indicated in the Contract Documents with respect to existing underground utilities or services at or contiguous to the project site are based on information and data furnished to Owner and Engineer by owners of such underground facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof. It is to be understood that other aboveground or underground facilities not shown in the Plans may be encountered during the course of the work.

All utility valves, manholes, vaults, or pull boxes which are buried during the course of construction shall be conspicuously marked in a fashion acceptable to the Owner and Engineer by the Contractor to allow their location to be determined by the Engineer or utility personnel under adverse conditions (inclement weather or darkness).

Where underground main distribution conduits, such as water, gas, sewer, electric power, or telephone, are shown in the Plans, the Contractor, for the purpose of preparing his bid, shall assume that every property parcel will be served by a service connection for each type of utility.

Contractor shall check with the utility companies concerning any possible conflict prior to commencing excavation in any area. Contractor shall resolve all crossing and clearance problems with the utility company concerned. No excavation shall begin until all known facilities, in the vicinity of the excavation area, have been located and marked.

In addition to Contractor having all utilities field marked before starting work, Contractor shall have all utilities field marked after they are relocated in conjunction with this project.

At least 2 and not more than 10 business days prior to commencing any excavations for utility potholing or for any other purpose under this Contract, Contractor shall notify the Underground Utilities Location Center by telephone of the planned excavation and progress schedule. A business day is defined as any day other than Saturday, Sunday, or a legal local, state, or Federal holiday. Contractor is also warned that there may be utilities on the project that are not part of the One Call system (including, but not limited to traffic signals). They must be contacted directly by Contractor for locations.

Contractor shall make arrangements 48 hours in advance with respective utility owners to have a representative present when their utility is exposed or modified, if the utility chooses to do so.

Existing utilities for telephone, power, gas, water, and television cable facilities shall be adjusted or relocated by the appropriate utility company unless otherwise noted in the Plans. These adjustments may be completed before Contractor begins work, or may be performed in conjunction with the contract work. Contractor shall be entirely responsible for coordination with the utility companies and arranging for the movement or adjustment, either temporary or permanent, of their facilities within the project limits.

If or when utility conflicts occur, Contractor shall continue the construction process on other aspects of the project whenever possible. No additional compensation will be made to Contractor for reason of delay caused by the actions of any utility company and Contractor shall consider such costs to be incidental to the other items of the contract.

Utility Potholing

The purpose of utility potholing is to assist the Engineer and Contractor in resolving unknown utility conflicts not shown in the Plans. The Contractor shall physically locate underground utilities in areas where conflicts are evident from the field markings or where requested by the Engineer using methods and equipment acceptable to the Engineer. The Contractor shall submit all potholing requests to the Engineer for approval, at least 2 working days before potholing is scheduled and coordinate with the survey crew to pick up exact utility location (horizontal and vertical) as directed by the Engineer.

Each pothole will be measured and paid for per each. One pothole shall be defined as the work involved to locate a utility or utilities within an area inscribed within a 5-foot radius. Use of an air lance in multiple locations to determine locations of a single or grouping of utilities within a 5-foot radius shall be considered one pothole for the purposes of measurement and payment.

In no way shall the work described under Utility Potholing relieve Contractor of any of the responsibilities described in Section 1-07.17 of the Standard Specifications and Special Provisions, and elsewhere in the Contract Documents.

Resolution of Utility Conflicts

The Contractor shall immediately notify the Engineer upon discovery of any unknown utility conflict. The Contractor shall not perform any further work in the 'unknown utility conflict

area’ until the Engineer has made a determination in the field of the nature of the work required and a written Field Change Authorization is issued.

Payment

Payment will be made at the discretion of Engineer, for the following bid item(s):

Utility Potholing	Per Each
-------------------	----------

The unit bid price per each for “Utility Potholing” shall be full pay for all work required to physically locate unknown utility conflicts upon approval of the Engineer.

1-07.18 Public Liability and Property Damage Insurance *Supplement*

Section 1-07.18 is supplemented with the following:

City of Lakewood shall also be added as additional insured by endorsement to the certificates of insurance.

1-07.23 Public Convenience and Safety *Supplement*

At the end of each working day, provisions shall be made for the safe passage of traffic and pedestrians during non-working hours.

Contractor shall provide one drivable roadway lane and maintain convenient access for local and commuter traffic to driveways, businesses, and buildings along the line of Work throughout the course of the project. Such access shall be maintained as near as possible to that which existed prior to the commencement of construction. This restriction shall not apply to the paving portion of the construction process.

The Contractor shall be responsible for maintaining all existing signing and pavement markings through the construction zone throughout the course of construction as described in Sections 8-21 and 8-22 of these Special Provisions.

Contractor shall notify and coordinate with all property owners, tenants, emergency service providers, post office, school district, and utilities of street closures, or other restrictions which may interfere with their access—at least 24 hours in advance for single-family residential property, and at least 48 hours in advance for apartments, offices, and commercial property. Contractor shall give a copy of all notices to Engineer.

When the abutting owners’ access across the right-of-way line is to be eliminated and replaced under the Contract by other access, the existing access shall not be closed until the replacement access facility is available.

The Contractor’s employees shall not park private vehicles along the traveled way, shoulders, sidewalks, landscaped areas, or in the areas shown in the Plans not open to entry. Landscaped areas shall not be used for parking or storage of materials.

All arrangements for removal of parked vehicles from the right-of-way during construction shall be the Contractor's responsibility.

Contractor shall report immediately to the Engineer and local law enforcement of death, serious injuries, or serious damages result from an accident within or adjacent to the project limits. In addition, the Contractor must promptly report in writing to the Engineer all accidents arising out of or in connection with the performance of the work, whether on or adjacent to the project limits, giving full details and statements of witnesses. If a claim is made by anyone against the Contractor or any subcontractor, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

Payment

No payment will be made for the work required to construct or maintain temporary roadway surfacing. This work shall be considered incidental and the costs shall be included in other bid items.

1-07.23(1) Construction Under Traffic

Modification

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

To disrupt public traffic as little as possible, the Contractor shall permit homeowner traffic to pass through the work with the least possible inconvenience or delay. The Contractor shall maintain existing roads, streets, sidewalks, and paths within the project limits, keeping them open, and in good, clean, safe condition at all times. Deficiencies caused by the Contractor's operations shall be repaired at the Contractor's expense. Deficiencies not caused by the Contractor's operations shall be repaired by the Contractor when directed by the Engineer, at the Contracting Agency's expense. The Contractor shall also maintain roads, streets, sidewalks, and paths adjacent to the project limits when affected by the Contractor's operations. Snow and ice control will be performed by the Contracting Agency on all projects. Cleanup of snow and ice control debris will be at the Contracting Agency's expense. The Contractor shall perform the following:

1. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
2. Keep existing traffic signal and highway lighting systems in operation as the work proceeds. (The Contracting Agency will continue the route maintenance on such system.)
3. Maintain the striping on the roadway at the Contracting Agency's expense. The Contractor shall be responsible for scheduling when to renew striping, subject to the approval of the Engineer. When the scope of the project does not require work on the roadway, the Contracting Agency will be responsible for maintaining the striping.
4. Maintain existing permanent signing. Repair of signs will be at the Contracting Agency's expense, except those damaged due to the Contractor's operations.
5. Keep drainage structures clean to allow for free flow of water, where possible. Cleaning of existing drainage structures will be at the Contracting Agency's

expense when approved by the Engineer, except when flow is impaired due to the Contractor's operations.

(April 5, 2004 APWA GSP)

The construction safety zone will be determined as follows:

When the posted speed is 35 MPH or under, the safety zone will be 10 feet from the outside edge of traveled way or 2 feet beyond the outside edge of the sidewalk.

During nonworking hours equipment or materials shall not be within the safety zone unless it is protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During the actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the safety zone and only construction vehicles absolutely necessary to construction shall be allowed within the safety zone or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the safety zone at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

There shall be no restrictions or interruptions to traffic on the day prior to a holiday or holiday weekend through the last day of the holiday or holiday weekend.

Lane restrictions shall be held to a minimum time and length needed for each operation. If the Engineer determines that the lane restrictions are causing congestion, the Contractor will be required to open all lanes to traffic until the congestion is eliminated.

All work activities that require contractor construction vehicles that need to decelerate/accelerate in lane(s) of traffic shall be required to use lane restriction and associated work hours.

1-07.23(1)A Temporary Patching

New

Section 1-07.23(1)A is added as follows:

The Contractor shall schedule work so that all utility cuts and other areas requiring patching that will be subject to vehicular traffic are made permanent by the end of each working day unless otherwise approved by the Engineer. In any case, the Contractor shall make patches permanent within 5 working days.

Steel Plates

Steel plates may be placed over unfinished portions of work at the end of each working day if approved by the Engineer. Steel plates must be anchored with bolts and shimmed at all edges with MC Cold Mix or hot mix asphalt concrete pavement. Contractor shall be responsible for maintaining steel plates, associated anchors and asphalt shims 24

hours a day, 7 days a week. Contractor shall provide appropriate signage for steel plating. Costs for steel plates shall be incidental to other bid items and shall include signage, setting, maintaining, and removal.

Temporary Patches

Temporary patches in areas subject to vehicular traffic will not be allowed unless otherwise approved by the Engineer. Material for temporary patches shall be MC Cold Mix or Hot Mix Asphalt pavement. All temporary patches shall be maintained on a daily basis. Costs for temporary patches shall be incidental to other bid items and shall include costs for maintenance, removal, and disposal of the temporary patch.

1-07.23(2) Construction and Maintenance of Detours

Modification

(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

Unless otherwise approved, the Contractor shall maintain two-way traffic during construction. The Contractor shall build, maintain in a safe condition, keep open to traffic, and remove when no longer needed:

1. Detours and detour bridges that will accommodate traffic diverted from the roadway, bridge, sidewalk, or path during construction,
2. Detour crossings of intersecting highway, and
3. Temporary approaches.

1-07.24 Rights of Way

Replacement

(October 1, 2005 APWA GSP)

Delete this section in its entirety, 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)

Addition

Add the following new section:

1-08.0(1) Preconstruction Conference (May 25, 2006 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 establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction meeting 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.

1-08.1 Subcontracting*Supplement*

Section 1-08.1 is supplemented with the following:

Written requests for change in subcontractors shall be submitted by Contractor to Engineer at least 7 calendar days prior to start of a subcontractor's work.

Contractor agrees that he is fully responsible to Owner for the acts and omissions of all subcontractors and lower-tier subcontractors, and persons either directly or indirectly employed by the subcontractors, as well as for the acts and omissions of persons directly employed by Contractor. Contractor shall be required to give personal attention to the work which is sublet. Nothing contained in the Contractor Provisions shall create any contractual relationship between any subcontractor and the Owner.

Contractor shall be responsible for making sure all subcontractors submit all required documentation, forms, etc.

1-08.1(1) Subcontract Completion and Return of Retainage Withheld *Replacement*

Section 1-08.1 is deleted and replaced with the following:

(June 27, 2011)

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

Requirements

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.
4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
 - a. Withholding of payments until the Prime Contractor or Subcontractor complies
 - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
 - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
 - d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

Conditions

This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow

upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

Payment

The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

1-08.2 Assignment

Modification

Change the second paragraph to read:

The Contractor shall not assign any moneys due or to become due to Contractor hereunder without the prior written consent of Owner. The assignment, if approved, shall be subject to all setoffs, withholdings, and deductions required by law and the Contract.

1-08.3(5) Payment

Replacement

Section 1-08.3(5) is deleted and replaced with the following:

The cost of preparing the progress schedule, any supplementary progress schedules, and weekly schedules shall be considered incidental to the Contract and no other compensation shall be made.

1-08.4 Prosecution of Work

Supplement

Revise this section to read:

(October 1, 2005 APWA GSP)

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

1-08.5 Time for Completion

Replacement

Section 1-08.5 is deleted and replaced with the following:

This project shall be physically completed within **forty (40)** working days.

Contract time shall begin on the first working day following the Notice to Proceed Date. The Contract Provisions may specify another starting date for contract time, in which case, time will begin on the starting date specified.

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
 - b. Material Acceptance Certification Documents
 - c. Final Contract Voucher Certification
 - d. Property owner releases per Section 1-07.24

1-08.6 Suspension of Work *Supplement*

Section 1-08.6 is supplemented with the following:

Owner may at any time suspend the work, or any part thereof, by giving notice to Contractor in writing. The work shall be resumed by Contractor within 14 calendar days after the date fixed in the written notice from Owner to Contractor to do so.

It is anticipated that the owner will suspend work for final paving, striping, and traffic signal procurement.

Contractor shall not suspend work under the Contract without the written order of Owner.

1-08.9 Liquidated Damages *Supplement*

Section 1-08.9 is supplemented with the following:

In addition, Contractor shall compensate Owner for actual engineering inspection and supervision costs and any other expenses and legal fees incurred by Owner as a result of such delay. Such labor costs will be billed to Contractor at actual costs, including administrative overhead costs.

In the event that Owner is required to commence any lawsuit in order to enforce any provision of this Contract or to seek redress for any breach thereof, Owner shall be entitled to recover its costs, including reasonable attorney’s fees, from Contractor.

1-09 MEASUREMENT AND PAYMENT

1-09.1 Measurement of Quantities *Supplement*

Section 1-09.1 is supplemented with the following:

Lump Sum. The percentage of lump sum work completed, and payment will be based on the cost percentage breakdown of the lump sum bid price(s) submitted at the preconstruction conference.

Cubic Yard Quantities. Quantities measured by cubic yard for this contract have been calculated using a Digital Terrain Model (DTM) software system. Measurement of these quantities shall be plan quantity.

The Contractor shall provide truck trip tickets for progress payments only in the following manner. Where items are specified to be paid by the cubic yard, the following tally system shall be used.

All trucks to be employed on this work will be measured to determine the volume of each truck. Each truck shall be clearly numbered, to the satisfaction of Engineer, and there shall be no duplication of numbers.

Duplicate tally tickets shall be prepared to accompany each truckload of material delivered on the project. The tickets shall include the following information:

1. Truck number
2. Quantity and type of material delivered in cubic yards
3. Drivers name, date and time of delivery
4. Location of delivery, by street and stationing on each street
5. Place for Engineer to acknowledge receipt
6. Pay item number
7. Contract number

It will be Contractor's responsibility to see that a ticket is given to Engineer or Inspector on the project for each truckload of material delivered. Pay quantities will be prepared on the basis of said tally tickets.

Loads will be checked by Engineer to verify quantity shown on ticket.

Quantities by Ton. It will be Contractor's responsibility to see that a certified weight ticket is given to the Inspector on the project at the time of delivery of materials for each truckload delivered. Pay quantities will be prepared on the basis of said tally tickets, delivered to Inspector at time of delivery of materials. Tickets not receipted by Inspector will not be honored for payment.

Each truck shall be clearly numbered to the satisfaction of Engineer and there shall be no duplication of numbers.

Duplicate tickets shall be prepared to accompany each truckload of material delivered to the project. The tickets shall bear at least the following information:

1. Truck number
2. Truck tare weight (stamped at source)
3. Gross truck load weight in tons (stamped at source)
4. Net load weight (stamped at source)
5. Driver's name, date, and time of delivery

- 6. Location for delivery by street and stationing on each street
- 7. Place for Engineer to acknowledge receipt
- 8. Pay item number
- 9. Contract number

1-09.6 Force Account

Supplement

Section 1-09.6 is supplemented with the following:

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

1-09.7 Mobilization

Supplement

Section 1-09.7 is supplemented with the following:

Mobilization shall also include, but not be limited to, the following items: the movement of Contractor's personnel, equipment, supplies, and incidentals to the **nine (9)** project sites; the establishment of an office, buildings, and other facilities necessary for work on the project; providing sanitary facilities for Contractor's personnel; and obtaining permits or licenses required to complete the project not furnished by Owner.

Payment will be made for the following bid item(s):

Mobilization	Lump Sum
--------------	----------

1-09.9 Payments

Replacement

Section 1-09.9 is supplemented with the following:

Applications for payment shall be itemized and supported to the extent required by Engineer by receipts or other vouchers showing payment for materials and labor, payments to subcontractors, and other such evidence of Contractor's right to payment as Engineer may direct.

Contractor shall submit a progress report with each monthly request for a progress payment. The progress report shall indicate the estimated percent complete for each activity listed on the progress schedule (see Section 1-08.3).

Delete the third 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 meeting.

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 — the estimated percentage complete multiplied by the Bid Forms amount for each Lump Sum Item, or per the schedule of values for that item.
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);
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.

Payments will be made by warrants, issued by the Contracting Agency's fiscal officer, against the appropriate fund source for the project. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

1-09.9(1) Retainage

Supplement

Section 1-09.9(1) is supplemented with the following:

The retained amount shall be released as stated in the Standard Specifications if no claims have been filed against such funds as provided by law and if Owner has no unsatisfied claims against Contractor. In the event claims are filed, Owner shall withhold, until such claims are satisfied, a sum sufficient to satisfy all claims and to pay attorney's fees. In addition, Owner shall withhold such amount as is required to satisfy any claims by Owner against Contractor, until such claims have been finally settled.

Neither the final payment nor any part of the retained percentage shall become due until Contractor, if requested, delivers to Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as Contractor has knowledge or information, the release and receipts include all labor and materials for which a lien could be filed: but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactorily to

Engineer to indemnify Owner against the lien. If any lien remains unsatisfied after all payments are made, Contractor shall reimburse to Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable engineer's and attorney's fees.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description

Supplement

See 1-07.23(1) for schedule of allowed lane restrictions and roadway closure.

Section 1-10.1(2) is supplemented with the following:

Night work will not be allowed, unless agreed to in writing by the Engineer.

“Night work” will be considered between the hours of 6 PM to 6 AM for the purposes of this project.

The Contractor shall prepare a traffic control plans showing the necessary construction traffic control and equipment required for the project sites. These plans shall be submitted to the City of Lakewood for review and approval at the Preconstruction Conference in advance of the commencement of work. The traffic control plans shall identify special provisions for maintaining access to businesses at all times and shall include placement of Project Signs. The plans shall also identify lane restriping, closures, and detours that are planned throughout the construction of the project sites. The plans shall be updated as appropriate or required by the Owner for the duration of construction. The plans shall designate the responsible person in charge of traffic control and furnish work and emergency telephone numbers.

Whenever changes or additions to the Traffic Control Plans are necessary, or desired by Contractor, Contractor must submit the revised Plan to Engineer at least 2 working days before starting the affected work, including but not limited to:

- Prior to periods of work stoppage, a traffic control plan shall be submitted for Engineer approval, which allows for keeping the existing traveled lanes and pedestrian access open.
- Traffic control plans for lane closures and pedestrian movements shall be submitted to Engineer for approval.

For Site #4 – Near 293 Lake Louise Dr. SW, the Contractor is required to have a minimum of two (2) 11-ft lanes open at the end of each working day, and full-width open over the weekend and holidays by use of steel plates, acceptable filled in trenches or other acceptable means per these Specifications. Adherence to Section 1-07.23(1) will be strictly enforced.

The Contractor shall provide signs and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths.

No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

1-10.2 (2) Traffic Control Plans

Supplement

The Contractor shall be responsible for developing traffic control plans for specific work elements for the duration of the project. The Contractor shall develop and submit traffic control plans for approval as described in Section 1-10.2 of the Specifications.

1-10.5 Payment

Supplement

Payment will be made for the following bid item(s):

Project Temporary Traffic Control	Lump Sum
-----------------------------------	----------

All costs in connection with handling and protecting pedestrian and vehicular traffic including but not limited to grinding existing markings for temporary pavement markings, temporary pavement markings for phased construction, business open signs, barricades, traffic control signs, supplying and operating portable changeable message signs, and installing, maintaining and removing temporary striping shall be included in the contract price for the bid item listed above. No other payment will be made.

END OF DIVISION 1

**DIVISION 2
EARTHWORK**

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description *Supplement*

The limits of clearing and grubbing (construction limits) shall be defined as being the cut and fill lines as shown in the Plans. Where, in the opinion of the Engineer, any trees abutting or adjacent to the limits of clearing and grubbing are damaged and require removal, the Contractor shall remove such trees. Any trees flagged by the Engineer to remain within the clearing and grubbing limits shall be left undamaged by the Contractor’s operations. Any marked trees damaged shall be replaced in kind at the Contractor’s expense. For trees and shrubs which cannot be replaced in kind, the Contractor will be assessed damages equal to the triple value of the tree or shrub in accordance with Section 1-07.16(2) of the Standard Specifications.

Existing landscaping outside the construction limits, including but not limited to, sod, rockeries, irrigation systems, beauty bark, decorative gravel or rock, bushes, and shrubbery shall be protected from damage.

The Contractor shall give property owners 10 days written notice prior to removing landscaping materials. All landscaping materials that remain in the construction limits shall be removed and disposed of, or relocated by the Contractor, in accordance with Section 2-01 of the Standard Specifications, these Special Provisions, and the Plans.

Clearing and Grubbing shall also include removal of trees and stumps, and stump grinding to a minimum of 2 feet below finished grade, as needed.

2-01.2 Disposal of Usable Material and Debris *Supplement*

The Contractor shall dispose of all debris by Disposal Method No. 2 – Waste Site.

2-01.3(4) Roadside Cleanup *Supplement*

Where not shown on the plans, and as ordered by the Engineer, the Contractor shall perform roadside cleanup in accordance with Section 2-01.3(4) of the Standard Specifications, these Special Provisions, or the Plans.

Roadside cleanup does not alleviate the Contractor’s responsibility to perform Final Cleanup or Roadside Restoration as required by Section 1-04.11 or Section 8-02, respectively, of the Standard Specifications, these Special Provisions or the Plans.

2-01.5 Payment *Supplement*

Payment will be made for the following bid item(s):

Clearing and Grubbing	Lump Sum
-----------------------	----------

Roadside Cleanup	Force Account
------------------	---------------

The lump sum contract price for “Clearing and Grubbing” shall be full compensation for all work described herein and shown in the Plans, including removing trees, stumps, native vegetation, and shrubbery. This item shall also include, unless otherwise noted in the plans or specifications, removal and salvage, but not replacement of fences or gates of all types, where necessary.

Payments and credits for “Roadside Cleanup” item will be determined in accordance with Section 1-09.4 of the Standard Specifications. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for “Roadside Cleanup” in the Proposal.

In no way shall the work described under “Clearing and Grubbing” and “Roadside Cleanup” relieve Contractor of any of the responsibilities described in Section 1-07.23 of the Standard Specifications and Special Provisions, and elsewhere in the Contract Documents.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description *Supplement*

This work shall consist of the removal and disposal of various existing improvements, including but not limited to, pavement markings, drainage structures, foundations, junction boxes, and other items necessary for the accomplishment of the improvement.

This work shall also include abandonment of existing drainage structures.

This work also includes removal of pavement, curb, gutter, and sidewalk, as directed by the Engineer, which falls outside of the roadway excavation limits.

2-02.3 Construction Requirements *Supplement*

Unless so noted in these Special Provisions or shown in the Plans, no removed material may be placed in any embankment or fill within the project site.

2-02.3(3) Removal of Pavement, Sidewalks, and Curbs *Supplement*

The Contractor shall remove existing pavement, sidewalks, curb, and curb and gutter as shown in the Plans or as necessary for the accomplishment of the improvement.

2-02.3(4) Cutting Pavement, Sidewalks, and Curbs *New*

Section 2-02.3(4) is added as follows:

All transitions to existing asphalt or cement concrete driveways, parking lots, curb and gutter, and walkways shall be vertically sawcut full-depth with straight, uniform edges. Existing asphalt pavement roadway edge may be cut with a wheel, provided the wheel cut is full depth and no damage occurs to the pavement which is to remain. Neither impact tools

nor pavement breakers may be used for trench crossing of existing pavement. Trench crossing of existing pavement shall be vertically sawcut.

Where gutter is to be placed integral with asphalt pavement as shown in the Plans, the Contractor shall take extra precaution to make a neat, uniform cut, and shall sawcut pavement to full depth, regardless of number of passes necessary. If, in the opinion of the Engineer, the cut is not satisfactory due to Contractor’s workmanship or equipment, the Contractor shall fix the problem to the satisfaction of the Engineer, at Contractor’s own expense.

2-02.3(5) Abandoning Manhole, Catch Basin, or Inlet *New*

Existing storm drainage structures shall be removed or abandoned as shown in the Plans as required for project construction or as directed by the Engineer.

Structures not required to be entirely removed shall be removed to a minimum of 2 feet below finished grade and the cavity filled with Gravel Borrow compacted to 95% of maximum density. Abandoned storm drainage pipes shall be plugged with concrete for a distance twice the nominal diameter of the abandoned pipe.

2-02.4 Measurement *Supplement*

Sawcutting existing cement and asphalt concrete pavements will be measured by the linear foot along the sawcut. Recutting of edges for pavement patching will not be measured for payment unless the Engineer has directed the Contractor to either widen or increase the depth of the trench such that additional sawcutting and pavement removal is required for pavement patching.

Wheelcutting or edge grinding of pavement will not be measured for separate payment, but shall be included in other items of Work.

2-02.5 Payment *Supplement*

Payment will be made for the following bid item(s):

Removal of Structure and Obstruction	Lump Sum
Sawcutting	Per Linear Foot

Demolition, removal, and disposal of all other structures and obstructions not covered under other bid items shall be included in the lump sum price for “Removal of Structure and Obstruction”, including but not limited to: abandoning utilities, abandonment and plugging of pipe, removal of pavement markings, existing posts, extruded curb, signs and supports, and removal of other miscellaneous street improvements.

The lump sum price for “Removal of Structure and Obstruction” shall also include backfill and compaction as required.

The unit contract price per linear foot of “Sawcut” shall be full pay for a full depth sawcut, regardless of pavement depth, at intersecting roadways, driveways, and parking areas.

Sawcutting for the purpose of pipe installation shall be included in the respective pipe unit bid prices.

2-09 STRUCTURE EXCAVATION

2-09.1 Description

Supplement

This work shall also consist of providing trench protection systems necessary for construction of storm drainage structures and piping.

2-09.3(1)D Disposal of Excavated Material

Replacement

The Engineer may direct the Contractor to dispose of excavated material in embankments and backfills within the project limits. Excess excavated material shall be hauled and legally disposed of off-site to a Contractor-provided location. All costs associated with hauling and disposing of excavated material shall be included in other bid items as no separate payment will be made.

2-09.3(3)1 General Requirements

Supplement

The Contractor shall further, at his own expense, shore up, or otherwise protect all fences, buildings, walls, walks, curbs, pipe lines, sewers or other installations (such as chicken coops) adjacent to any excavation which might be disturbed during the progress of work. The Contractor will be held liable for any damage which may result to neighboring property from his/her excavation or construction operations.

2-09.3(3)D Shoring and Cofferdams

Supplement

Definitions.

Trench protection systems are defined as any system installed after the excavation including, but not limited to: trench boxes, sliding trench shields, and jacked shores.

2-09.4 Measurement

Supplement

No specific unit of measurement shall apply to the lump sum item of shoring or extra excavation Class B.

2-09.5 Payment

Modification

Payment will be made for the following bid item(s):

Trench Protection System	Lump Sum
--------------------------	----------

Structure Excavation shall be paid under the associated piping and structure bid items.

The 1st sentence of the 14th paragraph of Section 2-09.5 is modified as follows:

The lump sum Contractor price for “Trench Protection System” shall be full pay for shoring and all excavation, backfill, compaction, and other Work required when extra excavation is used in lieu of construction shoring.

END OF DIVISION 2

**DIVISION 3
PRODUCTION FROM QUARRY AND
PIT SITES AND STOCKPILING**

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor-Furnished Material Sources

Supplement

No source has been provided for any materials necessary for the construction of this improvement.

If the sources of materials provided by the Contractor necessitate hauling over roads other than city streets, the Contractor shall, at his own cost and expense, make all arrangements for the use of the haul routes.

3-01.6 Payment

Modification

Section is deleted and replaced with:

All work covered under Division 3, which is performed by the Contractor, shall be considered included in the costs for furnishing of materials. All costs of acquiring, producing, and placing this material in the finished work shall be included in the unit and lump sum contract prices for the various items involved.

END OF DIVISION 3

**DIVISION 4
BASES**

4-04 BALLAST AND CRUSHED SURFACING

4-04.1 Description *Supplement*

Section 4-04.1 is supplemented with the following:

Crushed surfacing shall be placed where shown in the Plans, as a base for sidewalks, driveways, and pavement, at existing driveways to provide temporary access, as backfill for unsuitable foundation excavation, at mailbox supports, or for any other purposes deemed necessary by the Engineer.

4-04.2 Material *Supplement*

The Contractor is permitted to utilize crushed top course or crushed base course interchangeably for any purpose as shown on the plans with the exception of the walkway. The walkway shall be crushed surfacing top course.

4-04.4 Measurement *Supplement*

Crushed surfacing will be measured per ton whether the contractor utilizes top or base course.

4-04.5 Payment *Supplement*

Payment will be made for the following bid item(s) when they are included in the proposal:

Crushed Surfacing Top Course	Per Ton
------------------------------	---------

The unit contract price per ton for “Crushed Surfacing Top Course” shall also include compacting.

Crushed surfacing utilized for purposes other than roadway, sidewalk, and driveway construction will not be measured and paid and shall be included in the other bid items.

END OF DIVISION 4

**DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS**

5-04 HOT MIX ASPHALT

5-04.1 Description *Supplement*

This work shall also consist of constructing hot mix asphalt (HMA) driveways and wedge curbing as shown in the Plans and accordance with these specifications and Standard Plans.

5-04.3 Construction Requirements

5-04.3(3)A Material Transfer Device/Vehicle *Deleted*

Section is deleted in its entirety.

5-04.3(7)A Mix Design *Replacement*

Section is deleted and replaced with:

1. **General.** Prior to the production of HMA, the Contractor shall determine a design aggregate structure and asphalt binder content in accordance with WSDOT Standard Operating Procedure 732. Once the design aggregate structure and asphalt binder content have been determined, the Contractor shall submit the HMA mix design on DOT form 350-042 demonstrating the design meets the requirements of Sections 9-03.8(2) and 9-03.8(6). Verification of the mix design by the Contracting Agency is not needed. The Project Engineer will determine anti-strip requirements for the HMA.

The mix design will be the initial Job Mix Formula (JMF) for the class of mix. Any additional adjustments to the JMF will require the approval of the Project Engineer and may be made per Section 9-03.8(7).

2. **Non Statistical Evaluation.** Non statistical acceptance will apply to all HMA not designated as Commercial HMA in the contract documents. Non statistical acceptance testing will be conducted as outlined in 5-04.3(8)A.
3. **Commercial Evaluation.** Where Commercial HMA is allowed it can be accepted by a Manufacturer's Certificate of Compliance stating the material meets the requirements in the contract. Where HMA Commercial is used for the traveled way, a minimum of one acceptance test to verify gradation, fracture, sand equivalent, and oil content is required in addition to the Manufacturer's Certificate of Compliance.

5-04.3(8)A Acceptance Sampling and Testing – HMA Mixture *Modification*

5-04.3(8)A1 General *Replacement*

Acceptance of HMA shall be as provided under nonstatistical evaluation.

Sampling of HMA for nonstatistical evaluation will be as discussed in WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, 2010 edition, section 5-04.3(8)A3.

5-04.3(8)A2 Aggregate*Replacement*

The acceptance criteria for aggregate properties of sand equivalent, voids in mineral aggregate (VMA), fracture and gradation will be their conformance to the requirements of Section 9-03.8(2) the Standard Specification, 2010 edition.

5-04.3(22) Pavement Patching*New*

Proper signs, barricades, lights and other warning devices, per Contractor's approved Traffic Control Plan, and per Sections 1-07.23 and 1-10 of the Standard Specifications and Special Provisions, shall be maintained 24 hours of the day until the patch is completed and ready for traffic.

The placing and compaction of the backfill, and the preparation and compaction of the subgrade shall be in accordance with the requirements of the various applicable sections of the Standard Specifications, Special Provisions, and the detail in the Plans.

Before the patch is constructed, all pavement cuts shall be trued so that the marginal lines of the patch will form a rectangle with reasonably straight edges and vertical faces.

After the subgrade has been prepared, HMA shall be placed to a thickness as shown in the Plans. The edges of the existing asphalt pavement and castings shall be painted with joint sealant or asphalt emulsion immediately per Section 9-02.2 before placing the asphalt patching material. The HMA pavement shall then be placed, leveled, and compacted to conform to all the adjacent paved surfaces. Immediately thereafter, all joints between the new and original asphalt pavement shall be painted with hot asphalt or asphalt emulsion and be covered with dry paving sand before the asphalt solidifies. The material for tacking the bottom and sides of patches for asphalt concrete shall be CRS-2 cationic emulsified asphalt per Section 9-02.1(6) of the Standard Specifications. For sealing the edges after placing the asphalt concrete patch, the Contractor shall use a light cutback, RC70 rapid curing liquid asphalt, then sand the surface to prevent tracking.

If the pavement is to be overlaid after patching, the joints shall not be painted with hot asphalt or asphalt emulsion after the patch is placed.

5-04.3(23) HMA Driveways*New*

HMA driveways shall be constructed with HMA Cl. ½" PG 64-22 or HMA Cl. 1/2" PG 58-22, as accepted by WSDOT Qualified Products List (QPL). HMA driveways shall be constructed per Section 5-04 and as shown in the Plans. HMA driveways consist of the driveway approaches adjacent to the traveled roadway, the HMA tie-ins behind the back of cement concrete driveway or sidewalk, HMA ramps, and HMA parking lots.

5-04.3(24) Temporary Pavement Patching*Supplement*

See Section 1-07.23(1)A for construction Requirements.

5-04.4 Measurement

Supplement

HMA driveways will be measured per square yard of finished surface. HMA driveways consist of the driveway approaches adjacent to the traveled roadway, the HMA tie-ins behind the back of cement concrete driveway or sidewalk, HMA ramps, and HMA parking lots. HMA driveways outside of the cut/fill lines shown in the Plans will not be measured and paid unless the increased area was approved by the Engineer prior to construction.

5-04.5 Payment

Supplement

Payment will be made for the following bid item(s):

HMA Class 1/2"	Per Ton
----------------	---------

“HMA Class 1/2””, per ton, shall be full pay for all materials, labor and equipment to complete the work. This item is not subject to the provisions of Section 1-04.6 of the Standard Specifications. No additional payment shall be made for anti-stripping agent, soil residual herbicide, tack coat, feathering or joint sealing and all costs for such shall be included in the unit contract price. **No adjustment in the unit price shall be allowed for multiple mobilizations to complete the paving.**

Excavation for construction of driveways and parking lots shall be included in the unit and lump sum contract prices for the various items involved.

Fill for construction of driveways and walkways shall be included in the unit and lump sum contract prices for the various items involved.

“Crushed Surfacing ____” under HMA Class 1/2” shall be paid per Ton.

HMA walkway will be paid per square yard of “HMA Class 1/2”” and per ton of “Crushed Surfacing Top Course” as shown in the Plans.

HMA tie-ins behind wedge curb and HMA parking lots as shown in the Plans shall be paid per square yard of “HMA Class 1/2”” and per ton of “Crushed Surfacing Top Course.”

END OF DIVISION 5

**DIVISION 7
DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS,
WATER MAINS, AND CONDUITS**

7-04 STORM SEWERS

7-04.2 Materials

Supplement

Section 7-04.2 is supplemented with the following:

The Contractor shall require pipe suppliers to furnish certificates signed by their authorized representative, stating the specifications to which the materials or by products were manufactured. The contractor shall provide 2 copies of these certificates to the Engineer for approval. Certificates showing nonconformance with the Contract shall be sufficient evidence for rejection.

Approval of certificates shall be considered only as tentative acceptance of the materials and products, and such action by Engineer will not relieve Contractor of his responsibility to perform field tests and to replace or repair faulty materials, equipment, and/or workmanship at his own expense.

7-04.3(1) Cleaning and Testing

Replacement

Section 7-04.3(1) is deleted and replaced with the following:

Storm sewer pipe will not be tested for pressure. The new pipe shall be clean and free of debris at Final Contract acceptance. All costs associated with providing new pipes in clean condition shall be at the expense of the Contractor.

7-04.4 Measurement

Modification

Delete the second sentence of the first paragraph and replace it with the following:

The number of linear feet will be measured from the inside edge of manhole, catch basin, or similar structure to the inside edge of manhole, catch basin, or similar structure.

7-04.5 Payment

Supplement

Section 7-04.5 is supplemented with the following:

Payment will be made for the following bid items:

Schedule A Storm Sewer Pipe, 8-In. Diam.	Linear Foot
Schedule A Storm Sewer Pipe, 12-In. Diam.	Linear Foot
Schedule A Storm Sewer Pipe, 18-In. Diam.	Linear Foot

The unit contract price per linear foot for “Schedule A Storm Sewer Pipe, ___-In. Diam.” shall include but not be limited to full pay for furnishing and installing pipe, trench

SP- 52 Division 7– Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

excavation, pavement removal, dewatering (if required), connection to existing structures, backfilling with suitable material, bedding, compacting, and cleaning and testing of the pipe as required per standard details.

Cost of connecting pipe to an existing pipe shall be included in the contract price for “Connect to Existing Drain, ____ Diameter” as per other Special Provisions, and no additional compensation will be allowed.

Abandonment and plugging of pipe shall be included in the lump sum contract price for “Removal of Structure and Obstruction”; no separate payment will be made.

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

7-05.1(1) Storm Water Treatment Unit Design

New

Storm Water Treatment Units shall have minimum capacities as follows:

<u>Site Number & nearby Address</u>	<u>Design Flow Rate, cubic feet per second (cfs)</u>	<u>Peak Flow Rate, cfs</u>	<u>Treatment Level</u>
(1) 125 Candlewyck Drive West	0.91	1.77	Pretreatment
(2) 6212 75 th Street West	0.84	1.3	Pretreatment
(3) 507 Lake Louise Drive South West	0.92	2.13	Pretreatment
(4) 293 Lake Louise Drive South West	2.40	3.0	Pretreatment
(5) 9332 114 th Street South West	0.38	0.65	Pretreatment
(6) 9320 114 th Street South West	0.21	1.17	Basic
(7) 11802 96 th Avenue South West	0.076	0.45	Pretreatment
(8) 11514 93 rd Avenue South West	0.063	0.35	Basic
(9) 9502 119 th Street South West	0.061	0.37	Basic

7-05.2 Materials

Supplement

Section 7-05.2 is supplemented with the following:

Hydrodynamic Separator or Water Quality Unit shall be a precast structure with general use level designation from Washington State Ecology’s TAPE program. In addition, the unit shall meet or exceed the design tolerances for the unit shown on the Plans.

At Site #1 near 125 Candlewyck Dr. W., if the Contractor elects to submit a hydrodynamic separator water quality unit other than the Hydro International Downstream Defender®, any modifications from the Plans including but not limited to

pipe size, pipe depth, pipe material, or changes as a result of depth of the pipe inlets or outlets, shall be considered incidental to the price of this structure. The 4-ft diameter Downstream Defender has been selected due to the peak hydraulic capacity of 3.0 cfs, and the depth of the invert.

At Site #4 - near 293 Lake Louise Dr. SW, if the Contractor elects to submit a hydrodynamic separator water quality unit other than the Hydro International 6-ft diameter Downstream Defender®, any modifications from the Plans including but not limited to pipe size, pipe depth, pipe material, or changes as a result of depth of the pipe inlets or outlets, shall be considered incidental to the price of this structure. The 6-ft Downstream Defender has been selected due to the depth of invert. Other items shall be per manufacturer recommendations as agreed to by the Engineer.

At Site #5 – near 9332 114th ST SW, if the Contractor elects to submit a media filter water quality unit with a built-in bypass other than the Contech StormFilter® peak diversion stormfilter, any modifications from the Plans including but not limited to pipe size, pipe depth, pipe material, or changes as a result of depth of the pipe inlets or outlets, shall be considered incidental to the price of this structure. The 8' x 11' peak diversion Contech StormFilter® structure shall utilize and include twelve (12) each, 18" height cartridges, with a cartridge flow rate of 1 gpm/sf, and ZPG media-type. Other items shall be per manufacturer recommendations, as agreed to by the Engineer.

At Site #7 – near 11802 96th Ave SW, Site #8 – near 11514 93rd Ave SW, and Site #9 – near 9502 119th St SW, if the Contractor elects to submit a water quality unit other than the Contech StormFilter® catch basin, any modifications from the Plans including but not limited to pipe size, pipe depth, pipe material, or changes as a result of depth of the pipe inlets or outlets, shall be considered incidental to the price of this structure. The Contech StormFilter® four (4) cartridge catchbasin shall include four (4) each, 18" height cartridges, with a cartridge flow rate of 1 gamp/sf, and ZPG media-type. The configuration of the catchbasin shall be per the plans, with a vaned inlet grate at all three sites.

Hoods with anti-siphon devices shall be constructed of either glass reinforced resin composite, or HDPE material. Hoods shall be equipped with including but not limited to a watertight access port, all manufacturer recommended mounting devices, gaskets, stainless steel bolts and its appurtenances, and an anti-siphon device such as a vent pipe or pre-manufactured hole in the hood. The hood shall be manufactured by Best Management Products, Inc. (with a Snout®,) Trash Guard Hood by ACF Environmental, or approval equal.

Manufacturer details for the Storm Water Treatment Units are shown in Appendix A.

7-05.3(3) Connections to Existing Manholes

Supplement

Section 7-05.3(3) is supplemented with the following:

Any damage to existing pipe, catch basins, and manholes that are to remain in place, resulting from the Contractor's operations, shall be repaired or replaced by the Contractor at his own expense.

SP- 54 Division 7– Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

Existing storm sewer pipe shall be connected to new catch basins or manholes in accordance with Section 7-05.3 of the Standard Specifications.

New storm sewer pipe shall be connected to existing catch basins or manholes in accordance with Section 7-05.3 of the Standard Specifications.

Any damage to existing pipe, catch basins, and manholes that are to remain in place, resulting from the Contractor’s operations, shall be repaired or replaced by the Contractor at his own expense.

7-05.5 Payment

Supplement

Section 7-05.5 is supplemented with the following:

Payment will be made for the following bid items:

Catch Basin Type 1	Each
Catch Basin Type 1L	Each
Hydrodynamic Separator – 4-ft Diameter Downstream Defender or Approved Equal	Each
Hydrodynamic Separator – CDS3030-6-C or Approved Equal	Each
Water Quality Unit – Filter Media Vault w/Bypass	Each
Water Quality Unit – Filter Media Vault	Each
Catch Basin Type 2, 48-inch Diameter	Each
Hood with Anti-Siphon Device	Each
Connect to Existing Drain, 8-inch diameter	Each
Connect to Existing Drain, 12-inch diameter	Each
Connect to Existing Drain, 18-inch diameter	Each

The unit contract price per each for “Catch Basin Type 1”, “Catch Basin Type 1L”, “Catch Basin Type 2, 48-inch diam.”, “Hydrodynamic Separator”, and “Water Quality Unit” shall also include temporary fencing for securing the site, excavation, shoring, bedding, backfill, compaction, frame and grate (or solid locking metal cover), adjusting to final grade, connection to existing system, and cleaning.

The unit contract price per each for “Hood with Anti-Siphon Device” shall be full pay for all labor, materials, tools and equipment necessary to perform the specified work, including but not be limited to, pipe trimming, drilling, epoxy or grouting, placement of the hood and it’s appurtenances complete and in place. Any and all manufacturer information such as product manuals provided with the device shall be given to the City.

The unit contract price per each for “Connection to Existing Drain” shall be full pay for all labor, materials, tools and equipment necessary to perform the specified work, including but not be limited to, trench and structure excavation, pipe trimming, shoring, pipe

Division 7 –Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains and Conduits SP- 55

mudding, backfilling, compaction and the connection to the existing drain system(s) with a Fernco flexible coupler (or approved “flexible coupler” equal) and it’s appurtenances.

Structure excavation for catch basins, manholes, and vaults is considered incidental to the cost of the structure and shall be included in the unit Contract price for each structure.

At Site # 1 – 125 Candlewyck, as per the right-of-entry agreement with the City of Lakewood, the property owner has requested a secure site for children that play in and around the easement area. A 6-ft chain link fence must be placed securely around the Construction work site. This fence will be paid for as incidental to the hydrodynamic separator placed at this location.

Removal, haul, and legal disposal of excess trench excavation materials shall be incidental to the other bid items.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.1 Description *Supplement*

Section 7-08.1 is supplemented with the following:

The work also consists of utility potholing.

7-08.3(1)A Trenches *Supplement*

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

Backfill material for the area of unsuitable foundation excavation shall be crushed surfacing top course per Section 9-03.9(3) of the Standard Specifications. Before backfilling with bedding material is begun, the trench shall first be cleaned of all roots, loose stones, and other debris. Bedding materials, if required, shall be placed only upon undisturbed earth.

7-08.3(2)B Pipe Laying – General *Supplement*

Section 7-08.3(2)B is supplemented with the following:

The pipe and fittings shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely and cleanly so as not to adversely affect joining.

7-08.3(2)E Rubber Gasketed Joints *Supplement*

Section 7-08.3(2)E is supplemented with the following:

Flexible joints for each type of pipe shall be rubber gasketed in accordance with the Standard Specifications. Mortared, dry-packed, or cast-in-place joints will be permitted only for connection to or through manholes and catch basins. Connections with pipes to catch basins and inlets shall be cement mortared on the interior and exterior of structure.

7-08.3(3) Backfilling

Supplement

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

All backfill for pipe trenches shall be compacted as specified in Section 2-03.3(14)C, Method B of the Standard Specifications with native material, or gravel borrow, if suitable material is not available.

7-08.3(5) Pipe Crossing Existing Utilities

New

Section 7-08.3(5) is added as follows:

Where storm sewer pipe crosses existing utilities with less than 12 inches of clearance, a sand cushion acceptable to the Engineer shall be placed between the existing and new pipe.

7-08.3(6) Utility Potholing

New

Section 7-08.3(6) is added as follows:

The purpose of utility potholing is to allow sufficient time ahead of pipe laying operations to identify underground conflicts, allow ample time to make minor adjustments in pipe grade or alignment, and generally facilitate the Contractor’s schedule

The Contractor shall notify the Engineer 24 hours prior to commencing potholing or pipe laying operations and receive verbal approval for payment. The Contractor shall have the drainage staked prior to performing potholing.

In no way shall the work described herein relieve the Contractor of any of the responsibilities described in Section 1-07.17.

7-08.4 Measurement

Supplement

Section 7-08.4 is supplemented with the following:

“Resolution of Utility Conflicts” shall be measured by Force Account calculation. The Contracting Agency will work with the Contractor to resolve issues in the field as they arise and compensate the Contractor via time and material as specified in Section 1-04.4 of the Standard Specifications.

7-08.5 Payment

Supplement

Section 7-08.5 is supplemented with the following:

Payment will be made for the following bid item:

Resolution of Utility Conflicts	Force Account
---------------------------------	---------------

END OF DIVISION 7

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3(8) Street Cleaning *Supplement*

Contractor shall be responsible at all times, for the maintenance of streets and other utilities affected by construction operations. Contractor shall clean and sweep streets at the end of each working day, and throughout the working day as deemed necessary by Engineer, to render the streets free of all mud, debris, and foreign materials.

In the event Contractor fails to conform to these requirements, Owner shall have the right to have the work done by others and the cost shall be deducted from moneys due to Contractor in accordance with Section 1-05.8 of the Standard Specifications.

8-01.3 (9)D Inlet Protection *Supplement*

At a minimum, sediment filters shall be provided on inlets to drainage structures per WSDOT Standard Plan for Storm Drain Inlet Protection included in Appendix A of these Contract Provisions.

Filters determined by the Engineer to be damaged and otherwise improperly functioning shall be repaired or replaced by the Contractor at no cost to the Owner.

8-01.5 Payment *Supplement*

Payment will be made for the following bid item(s):

Inlet Protection	Per Each
Erosion/Water Pollution Control	Force Account

The unit contact price per each “Inlet Protection” shall be full pay to provide, maintain, and remove inlet protection as specified.

“Erosion/Water Pollution Control” shall be by force account as provided in Section 1-09.6. Maintenance and removal or erosion and water pollution control devices including removal and disposal of sediment, stabilization and rehabilitation of soils disturbed by these activities, and any additional Work deemed necessary by the Engineer to control erosion and water pollution will be paid by force account in accordance with Section 1-09.6.

8-02 ROADSIDE RESTORATION

8-02.3(11) Bark or Wood Chip Mulch *Supplement*

Bed mulch top dressing shall be 2-inches of bark or wood chip mulch spread evenly over the disturbed areas described on the plans. Bark or wood chip mulch shall be applied per Section 8-02.3(11) of the Standard Specifications and these Special Provisions.

8-02.3(14) Plant Replacement

Supplement

Replace the 2nd paragraph with the following:

All replacement plants shall be of the same species and quality as the plants they replace. Trees must be of similar or larger caliper, with a minimum of 3-inches. Shrubs must be of similar or larger pot size, with a minimum of 2.5-quart size. Replacement plant material larger than specified in the Plans or these Specifications shall meet the applicable section requirement of the American Standard for Nursery Stock for container class, ball size, spread, and branching characteristics.

8-02.4 Measurement

Supplement

“Landscape Restoration” will be measured in one lump sum for work performed restoring landscaped areas. All work associated with Landscape Restoration shall be discussed with the Engineer or Engineer’s Representative immediately prior to removal/replacement for agreement of work to be involved.

8-02.5 Payment

Supplement

Payment will be made for the following bid item(s):

Landscape Restoration	Lump Sum
-----------------------	----------

The lump sum contract price for “Landscape Restoration” shall be full pay to provide and install materials, and to restore landscaped areas, including but not limited to, replacing irrigation system devices or conveyance systems, replacing block or rock walls, concrete curbing, removing and replacing fences or gates, topsoil, bark or wood chip mulch, sod and seed.

“Landscape Restoration” shall also include the in-kind replacement and restoration of trees, shrubs, and wood bark mulch as described on the plans, if the plants are removed and/or destroyed during construction.

8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES

8-06.3 Construction Requirements

Supplement

Section 8-06.3 is supplemented with the following:

All driveways constructed under this contract shall be Cement Concrete Residential Driveway per City of Lakewood Standard Plan FR-01. Concrete finishing texture shall be broom-swept as shown in the Plans.

Excavation and embankment for driveways and returns shall be considered part of the roadway excavation and embankment and included therein. Modifications of existing surfaced driveways shall be accomplished by sawcutting the existing pavement in accordance with Section 2-02.3(4) of these Special Provisions.

Before placing any concrete, the Contractor shall have on the job site enough waterproof paper or plastic membrane to cover the pour of an entire day, in the event of rain or other unsuitable weather conditions.

During the curing period, all traffic, both pedestrian and vehicular, shall be excluded. Vehicular traffic shall be excluded for such additional time as the Engineer may direct.

The Contractor shall maintain a minimum of a 10-foot wide driveway access for all properties unless otherwise approved by the Engineer. This may require the Contractor to construct driveways in 2 stages as necessary to maintain access.

The Contractor shall be responsible for barricading, patrolling, or otherwise protecting the newly placed concrete to prevent damage. Damaged, vandalized, or unsightly concrete shall be removed and replaced at the expense of the Contractor.

8-06.5 Payment

Supplement

Section 8-06.5 is supplemented with the following:

Payment will be made for the following bid item:

Cement Concrete Residential Driveway	Square Yard
--------------------------------------	-------------

8-12 CHAIN LINK FENCE AND WIRE FENCE

8-12.1 Description

Supplement

The work consists of protecting existing chain link fencing and gates, reinstalling the gates and maintaining and protecting the fence at various residential locations.

8-12.5 Payment

Supplement

Section 8-12.5 is supplemented with the following:

Payment for the protection and maintenance of the existing chain link fence while work is occurring, and any materials and labor required to ensure the fence is back to the original condition after work is complete shall be incidental to the other bid items.

The existing fencing and posts for the fence line adjacent to the work will need to be protected while installing the storm drain pipe and its appurtenances. This cost for this work shall be considered incidental to other bid items.

8-18 MAILBOX SUPPORT

8-18.3 Construction Requirements

Supplement

Contractor shall provide new post and hardware connections for each mailbox required to be reset/relocated along the project limits, except where called out on plans. Mailbox support and installation shall be per WSDOT Single Mailbox Supports shown in Appendix A.

The Contractor shall also be required to provide temporary structures for existing mailbox locations as required by the local postmaster for continuous mail delivery during project construction.

8-18.4 Measurement *Supplement*

Mailbox support will be measured per each post, regardless of the number of mailboxes it supports. For mailboxes shown on plans to be relocated using existing support the measurement will be per each.

8-18.5 Payment *Supplement*

Payment will be made for the following bid item(s):

Mailbox Support Type 1	Per Each
------------------------	----------

The unit contract price for “Mailbox Support Type 1” shall be full pay for temporarily relocating the mailbox during construction activities, excavation, backfill, compaction, new posts, post hardware, PVC sleeves, crushed rock, concrete, and connecting new or existing mailbox(s) to new support. Where possible, and as able, reuse and relocate mailbox using existing support, payment will be made under the above bid item.

8-21 PERMANENT SIGNING

8-21.1 Description *Supplement*

Traffic and project signs specified in the Plans shall conform to the requirements of the WSDOT Sign Fabrication Manual and Sections 8-21 and 9-28 of the Standard Specifications.

8-21.3 (5) Sign Relocation *Supplement*

Existing traffic control and street name signs, which interfere with construction, shall be relocated or removed by the Contractor and temporarily stored in a safe place. “Stop,” “Yield,” and “One-Way” signs shall be removed or relocated only upon approval of the Engineer. Existing signs shall not be removed until the Contractor has provided temporary measures sufficient to safeguard and direct traffic after the existing signs have been removed. Except as otherwise provided in the Contract Documents, preservation and maintenance of traffic control and street name signs shall be the sole responsibility of the Contractor.

As work progresses and permits, temporarily relocated or removed traffic and street name signs shall be reset in their permanent location by the Contractor. Signs and other traffic control devices damaged or lost by the Contractor, shall be replaced or repaired by the Contractor at no cost to the Owner. The decision of whether a sign can be repaired or shall be replaced shall be the Engineer’s and such decision shall be final and binding on the Contractor.

Existing signs not reused shall be returned to the City of Lakewood.

8-21.3(14) Existing Sign Maintenance *New*

The Contractor shall maintain all existing signs within the construction limits through the duration of the project construction. This shall include, but not be limited to: sign cleaning, and resetting of damaged signs whether or not damage was a direct result of Contractor’s operations. The Agency will provide a complete inventory of existing signs to the Contractor prior to construction.

8-21.5 Payment *Supplement*

Payment will be made for the following bid item(s):

Permanent Signing	Lump Sum
-------------------	----------

The lump sum bid price for “Permanent Signing” shall be full pay to complete the work as specified, including but not limited to: providing signs and supports; temporary sign relocations; and relocation to their permanent location; sign cleaning; and maintenance of existing signs during construction.

Materials, equipment, and labor required to reset/replace permanent signs that were determined to be damaged outside of the Contractor’s operations shall be paid under the bid item for “Minor Change.”

8-22 PAVEMENT MARKING

8-22.1 Description *Supplement*

Section 8-22.1 is supplemented with the following:

Pavement markings shall conform to Section 8-22 of the WSDOT Standard Specifications, the Standard Plans in Appendix A, and the latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington, and shall be constructed as shown in the Plans, except as modified herein.

The words “line” and “stripe” shall be considered interchangeable.

This work shall also include maintaining existing pavement markings through the course of construction within the construction zone in order to provide visible channelization for the traveling public.

8-22.3(2) Preparation of Roadway Surfaces *Supplement*

After cleaning of areas to receive pavement markings, the areas shall pass inspection of the Engineer prior to application of the material or the primer coat.

8-22.5 Payment

Supplement

Payment will be made for the following bid item(s):

Painted Striping	Per Linear Foot
------------------	-----------------

END OF DIVISION 8

**DIVISION 9
MATERIALS**

9-05 DRAINAGE STRUCTURES, CULVERTS AND CONDUITS

**9-05.15(2) Metal Frame, Grate and Solid Metal Cover
for Catch Basins or Inlets**

Supplement

Grates shall be ductile iron and have the letters “STORM” cast in the cover.

Frames for catch basins and inlets shall be of cast iron or ductile iron conforming to Olympic Foundry Co. SM60 or equivalent approved by the Engineer.

END OF DIVISION 9