
Special Provisions

SPECIAL PROVISIONS - CONTENTS

INTRODUCTION	SP-V
1-01 DEFINITIONS AND TERMS	1
1-01.3 Definitions <i>Supplement</i>	1
1-02 BID PROCEDURES AND CONDITIONS	3
1-02.1 Prequalification of Bidders <i>Replacement</i>	3
1-02.2 Plans and Specifications <i>Replacement</i>	3
1-02.4(1) General <i>Modification</i>	3
1-02.9 Delivery of Proposal <i>Replacement</i>	4
1-02.10 Withdrawing, Revising, or Supplementing Proposal <i>Replacement</i>	4
1-02.12 Public Opening of Proposals <i>Replacement</i>	4
1-02.15 Pre Award Information <i>Modification</i>	4
1-03 AWARD AND EXECUTION OF CONTRACT	5
1-03.1 Consideration of Bids <i>Modification</i>	5
1-03.2 Award of Contract <i>Supplement</i>	5
1-03.3 Executions of Contract <i>Modification</i>	6
1-03.4 Contract Bond <i>Supplement</i>	6
1-03.7 Judicial Review <i>Modification</i>	7
1-03.8 Preconstruction Conference <i>New</i>	8
1-04 SCOPE OF THE WORK	9
1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda <i>Modification</i>	9
1-04.4(1) Minor Changes <i>Supplement</i>	9
1-04.11 Final Cleanup <i>Supplement</i>	9
1-05 CONTROL OF WORK	10
1-05.4 Conformity With and Deviation from Plans and Stakes <i>Supplement</i>	10
1-05.7 Removal of Defective and Unauthorized Work <i>Supplement</i>	13
1-05.10 Guarantees <i>Supplement</i>	13
1-05.11 Final Inspection <i>Supplement</i>	13
1-05.11(1) Substantial Completion Date	14
1-05.11(2) Final Inspection and Physical Completion Date	14
1-05.11(3) Operational Testing	15
1-05.13 Superintendents, Labor and Equipment of Contractor <i>Modification</i>	15
1-05.14 Cooperation with Other Contractors <i>Supplement</i>	15
1-05.14(1) Notifications Relative to Contractor's Activities <i>New</i>	16
1-06 CONTROL OF MATERIAL	17
1-06.1 Approval of Materials Prior to Use <i>Supplement</i>	17
1-06.2(1) Samples and Tests for Acceptance <i>Supplement</i>	17
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	17
1-07.2 State Taxes <i>Modification</i>	17

1-07.9(5)	Required Documents <i>Modification</i>	18
1-07.13(2)	Relief of Responsibility for Completed Work <i>Replacement</i>	18
1-07.13(3)	Relief of Responsibility for Damage by Public Traffic <i>Modification</i>	18
1-07.14	Responsibility for Damage <i>Modification</i>	18
1-07.14(1)	Attorney's Fees, Costs, and Interest <i>New</i>	18
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan <i>Supplement</i>	18
1-07.16(1)	Private/Public Property <i>Supplement</i>	19
1-07.16(1)A	Maintenance of Streets <i>New</i>	19
1-07.16(3)	Fences, Mailboxes, Incidentals <i>Supplement</i>	19
1-07.17	Utilities and Similar Facilities <i>Supplement</i>	20
1-07.18	Public Liability and Property Damage Insurance <i>Supplement</i>	21
1-07.23(1)	Construction Under Traffic <i>Supplement</i>	24
1-07.23(1)A	Temporary Patching <i>New</i>	25
1-08	PROSECUTION AND PROGRESS	25
1-08.1	Subcontracting <i>Supplement</i>	25
1-08.2	Assignment <i>Modification</i>	26
1-08.3(2)A	Type A Progress Schedule <i>Revision</i>	26
1-08.3(5)	Payment <i>Replacement</i>	26
1-08.5	Time for Completion <i>Supplement</i>	26
1-08.6	Suspension of Work <i>Supplement</i>	27
1-08.9	Liquidated Damages <i>Supplement</i>	27
1-09	MEASUREMENT AND PAYMENT	28
1-09.1	Measurement of Quantities <i>Supplement</i>	28
1-09.6	Force Account <i>Supplement</i>	29
1-09.7	Mobilization <i>Supplement</i>	29
1-09.9	Payments <i>Supplement</i>	29
1-09.9(1)	Retainage <i>Supplement</i>	30
1-10	TEMPORARY TRAFFIC CONTROL	30
1-10.2(2)	Traffic Control Plans <i>Supplement</i>	30
1-10.5	Payment <i>Supplement</i>	31
2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	32
2-02.1	Description <i>Supplement</i>	32
2-02.3(4)	Cutting Pavement, Sidewalks, and Curbs <i>New</i>	32
2-02.3(5)	Abandoning Manhole, Catch Basin, or Inlet <i>New</i>	32
2-02.4	Measurement <i>New</i>	33
2-02.5	Payment <i>Supplement</i>	33
2-03	ROADWAY EXCAVATION AND EMBANKMENT	33
2-03.3	Construction Requirements <i>Supplement</i>	33
2-03.3(3)	Excavation Below Grade <i>Supplement</i>	34
2-03.3(14)B	Earth Embankment Construction <i>Supplement</i>	35
2-03.5	Payment <i>Supplement</i>	35
2-09	STRUCTURE EXCAVATION	35
2.09.5	Payment <i>Supplement</i>	35

4-04	BALLAST AND CRUSHED SURFACING	36
4-04.1	Description <i>Supplement</i>	36
4-04.5	Payment <i>Supplement</i>	36
5-04	HOT MIX ASPHALT	37
5-04.1	Description <i>Supplement</i>	37
5-04.3(3)D	Material Transfer Device/Vehicle <i>Deleted</i>	37
5-04.4	Measurement <i>Supplement</i>	37
5-04.5	Payment <i>Supplement</i>	37
5-04.5(2)	Asphalt Cost Price Adjustment <i>New</i>	37
7-04	STORM SEWERS	39
7-04.1	Description <i>Supplement</i>	39
7-04.2	Materials <i>Supplement</i>	39
7-04.3(1)	Cleaning and Testing <i>Replacement</i>	39
7-04.5	Payment <i>Supplement</i>	39
7-05	MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS.....	40
7-05.2	Materials <i>Supplement</i>	40
7-05.3(3)	Connections to Existing Manholes <i>Supplement</i>	40
7-05.5	Payment <i>Supplement</i>	40
7-08	GENERAL PIPE INSTALLATION REQUIREMENTS.....	41
7-08.1	Description <i>Supplement</i>	41
7-08.3(1)A	Trenches <i>Supplement</i>	41
7-08.3(2)B	Pipe Laying – General <i>Supplement</i>	41
7-08.3(2)E	Rubber Gasketed Joints <i>Supplement</i>	41
7-08.3(3)	Backfilling <i>Supplement</i>	41
7-08.3(5)	Pipe Crossing Existing Utilities <i>New</i>	42
7-08.3(6)	Utility Potholing <i>New</i>	42
7-08.4	Measurement <i>Supplement</i>	42
7-08.5	Payment <i>Supplement</i>	42
7-12	VALVES FOR WATER MAINS.....	42
7-12.1	Description <i>Supplement</i>	42
7-12.2	Materials <i>Supplement</i>	43
7-12.3	Construction Requirements <i>Supplement</i>	43
7-12.4	Measurement <i>Supplement</i>	43
7-12.5	Payment <i>Supplement</i>	43
8-01	EROSION CONTROL.....	44
8-01.3(8)	Street Cleaning <i>Supplement</i>	44
8-01.5	Payment <i>Supplement</i>	44
8-02	ROADSIDE RESTORATION	44
8-02.5	Payment <i>Supplement</i>	44
8-04	CURBS, GUTTERS, AND SPILLWAYS.....	44
8-04.3	Construction Requirements <i>Supplement</i>	44
8-04.5	Payment <i>Supplement</i>	45

8-06	CEMENT CONCRETE DRIVEWAY ENTRANCES.....	45
8-06.3	Construction Requirements <i>Supplement</i>	45
8-06.5	Payment <i>Supplement</i>	46
8-14	CEMENT CONCRETE SIDEWALKS	46
8-14.2	Materials <i>Supplement</i>	46
8-14.3	Construction Requirements <i>Supplement</i>	46
8-14.3(4)	Curing <i>Replacement</i>	46
8-14.5	Payment <i>Supplement</i>	47
8-20	ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL	47
8-20.3(4)	Foundations <i>Supplement</i>	47
8-20.3(5)	Conduit <i>Supplement</i>	47
8-20.3(5)A	Detectable Pull Tape <i>New</i>	48
8-20.3(6)	Junction Boxes, Cable Vaults, and Pull boxes <i>Supplement</i>	48
8-20.3(8)	Wiring <i>Supplement</i>	48
8-20.3(9)	Bonding, Grounding <i>Supplement</i>	49
8-20.3(10)	Services Transformer, and ITS Cabinet <i>Supplement</i>	49
8-20.5	Payment <i>Supplement</i>	50
8-22	PAVEMENT MARKING.....	50
8-22.2	Materials <i>Supplement</i>	50
8-22.3(2)	Preparation of Roadway Surfaces <i>Supplement</i>	50
8-22.5	Payment <i>Supplement</i>	51
9-29	ILLUMINATION, SIGNAL, ELECTRICAL	52

INTRODUCTION TO THE SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 English edition, as amended, as issued by the Washington State Department of Transportation (WSDOT), Washington State Chapter (hereafter "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, 2008 edition

City of Lakewood Engineering Standards Manual, current edition

City of Lakewood Standard Plans, current edition

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

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.

Roadway improvements along Angle Lane and Elwood Drive. Work includes but is not limited to: curb and gutter, sidewalk, water main, asphalt paving, stormwater, channelization, electrical and all other necessary work to complete the project as specified and shown in the Contract Documents.

★ ★ IMPORTANT - PLEASE READ ★ ★

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.

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**

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

Section 1-01.3 is supplemented with the following:

(January 19, 2022 APWA GSP)

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

Dates***Bid Opening Date***

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission",

“Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

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

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders *Replacement*

Delete Section 1-02.1 and replace it with the following:

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications *Replacement*

Delete Section 1-02.2 and replace it with the following:

The Contracting Agency will place review copies of the Plans, Specifications, addenda, plan holders list, and any available maps in the office of the City of Lakewood Public Works Director (253) 983-7795.

After Award of the Contract, the Plans and Specifications will be issued without charge on the following basis:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced Plans (11" X 17") and accompanying Special Provisions	10	Furnished automatically upon Award.
Large Plans (22" X 34") and accompanying Special Provisions	1	Furnished automatically upon Award.

1-02.4(1) General *Modification*

(December 30, 2022 APWA GSP Option B)

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 3 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.9 Delivery of Proposal*Replacement*

Delete this section and replace it with the following:

Each Proposal shall be submitted to the City electronically via QuestCDN, to ensure proper handling and delivery. All electronic documents shall be in PDF format.

All information required must be submitted with the Bid Proposal itself, at the time stated in the Advertisement for Bid and will be flagged as such and the bid will not be able to be submitted until the required information is uploaded to QuestCDN.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will open the Bid Proposals that are received after the time specified in the Advertisement for Bid via a Zoom meeting immediately following the closing date and time. An invite will be sent to the companies listed on QuestCDN as plan holders, which will provide an option to visually observe the bid information that will be read aloud or you can call in and listen to the values as they are read aloud. The Contracting Agency will not open or consider any documentation that is received after the time specified in the Advertisement for Bids, or received in a location other than that specified in the Advertisement for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 an Addendum will be issued and the time for submittals will be extended by addendum.

1-02.10 Withdrawing, Revising, or Supplementing Proposal*Replacement*

Delete this section and replace it with the following:

The Contracting Agency will not accept requests to revise or withdraw electronic Bid Proposals. Such requests shall be furnished directly to QuestCDN and in accordance with their terms and conditions.

1-02.12 Public Opening of Proposals*Replacement*

Delete this section and replace it with the following:

Proposals will be opened and publically read aloud via Zoom video conference at the time indicated in the Advertisement for Bids unless the bid opening has been delayed or canceled. The link for the Zoom meeting will be provided to the companies or plan holders list on QuestCDN.

1-02.15 Pre Award Information*Modification*

(December 30, 2022 APWA GSP)

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Modification

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.2 Award of Contract

Supplement

Section 1-03.2 is supplemented with the following:

The award of contract, if made, will be made to the lowest responsible bidder. No award will be made until necessary investigations are made by Owner as to the responsibility of the apparent low bidder. Owner shall be the sole judge as to the responsibility of the bidder to satisfactorily perform the work as specified and within the time limit set.

A contract will not be awarded until Owner is satisfied that the lowest bidder is familiar with the class of work contemplated and has the necessary capital, tools, and experience to satisfactorily perform the work within the time stated. Completion of the work within the time stated is essential, and prior commitments of the bidder, failure to complete other work on time, or reasonable doubt as to whether the bidder would complete the work on time would be cause for the rejection of any bid.

Owner further reserves the right to award the contract for the work subject to budget constraints, Owner's successful completion of financing arrangements, or upon obtaining all rights of entry from adjacent property owners.

A Notice of Award will be forwarded by Engineer on behalf of Owner to the successful Contractor, which notice will also state the place and date of the pre-construction conference. The Notice of Award will be accompanied by the Agreement form and Performance Bond to be signed by Contractor (and Surety as applicable) and returned to Owner within 10 calendar days from receipt, along with the applicable certificates of insurance.

1-03.3 Executions of Contract

Modification

(January 19, 2022 APWA GSP)

Revise this section to read:

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

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

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

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 5 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:

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

Modification

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-03.8 Preconstruction Conference

New

Section 1-03.8 is added as follows:

A preconstruction conference will be held at a time and place fixed by Owner as stated in the Notice of Award.

In addition to Contractor, the intended project superintendents, subcontractor foremen, and major suppliers - those who will actually be involved in construction activities - should attend the preconstruction conference. Contractor must be prepared for a thorough discussion and review, as well as revision which may be deemed necessary in the opinion of Engineer, of the following:

→ These materials **MUST** be brought to the preconstruction conference for discussion followed by Engineer review.

- Contractor's plan of operation and progress schedule (3+ copies)
- Approval of qualified subcontractors – Request to Sublet (bring list of subcontractors if different from list submitted with Bid)
- List of materials fabricated or manufactured off the project
- Material sources on the project
- Names of principal suppliers
- Detailed equipment list, including “Rental Rate Blue Book” hourly costs (both working and standby rates)
- Weighted wage rates for all employee classifications anticipated to be used on Project
- Cost percentage breakdown for lump sum bid item(s)
- Shop Drawings (bring preliminary list)
- Traffic Control Plans (3+ copies)
- Temporary Water Pollution/Erosion Control Plan
- Bonds and insurance
- Project meetings – schedule and responsibilities
- Provision for inspection for materials from outside sources
- Responsibility for locating utilities
- Responsibility for damage
- Time schedule for relocations, if by other than Contractor
- Compliance with Contract Documents
- Acceptance and approval of work
- Labor compliance, payrolls, certifications
- Safety regulations for Contractors’ and Owner's employees and representatives
- Suspension of work, time extensions
- Change order procedures
- Progress estimates - procedures for payment
- Special requirements of funding agencies
- Construction engineering, advance notice of special work
- Any interpretation of the Contract Documents requested by Contractor
- Any conflicts or omissions in Contract Documents
- Any other problems or questions concerning the work
- Processing and administration of public complaints

Easements and rights of entry
 Other contracts

The franchise utilities may be present at the preconstruction conference, and Contractor should be prepared for their review and discussion of progress schedule and coordination.

1-04 SCOPE OF THE WORK

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

Delete the second paragraph of this section and replace it with the following:

Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (with 1 being the highest order of precedence):

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 Contract Provisions
8. Amendments to the WSDOT Standard Specifications
9. WSDOT Standard Specifications
10. City of Lakewood Standard Plans
11. WSDOT Standard Plans

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
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1-04.11 Final Cleanup *Supplement*

Section 1-04.11 is supplemented with the following:

Final cleanup shall also include:

1. Clean all storm drain pipes, structures and ditches that may have filled during work.
2. Replace damaged surfacing.
3. Clean all windows and broom clean buildings.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviation from Plans and Stakes *Supplement* (January 13, 2021 WSDOT GSP)

Section 1-05.4 is supplemented with the following:

Contractor Surveying - Roadway

The Contracting Agency has provided primary survey control in the Plans.

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 inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.

3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

The Contractor shall ensure a surveying accuracy within the following tolerances:

<u>Vertical</u>	<u>Horizontal</u>	
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet

(parallel to alignment)		
±0.1 feet		
(normal to alignment)		
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet
(parallel to alignment)		
±0.1 feet		
(normal to alignment)		
Roadway paving pins for		
surfacing or paving	±0.01 feet	±0.2 feet
(parallel to alignment)		
±0.1 feet		
(normal to alignment)		

The Contracting Agency may spot-check the Contractor’s surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

Payment

Payment will be made for the following bid item:

Roadway Surveying	Lump Sum
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The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

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*

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal. Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.13 Superintendents, Labor and Equipment of Contractor*Modification**(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

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 (gas)
2. Puget Sound Energy (power)
3. Comcast
4. Lumen
5. City of Lakewood
6. Lakewood Water District
7. Pierce County Sewer
8. 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
 P.O. BOX 99729
 11900 Gravelly Lake Drive SW
 Lakewood, Washington 98499
 Telephone: 253.588.4423
 Fax: 253.588.7150

Clover Park School District –
 Business Office
 Attn: Michael Forsythe
 10903 Gravelly Lake Drive SW
 Lakewood, WA 98499
 Telephone: 253.583.5011
 Fax: 253.583.5018

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: 800.275.8777

Pierce County Sewer
 Attention: Bill Murphy
 10311 Chambers Creek Road West
 Tacoma, WA 98467-1040
 Telephone: 253.798.3013
 Fax: 253.798.3023

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
Fax: 253.476.6323

Pierce Transit
Attention: Mark Davilla
3701 96th Street SW
P.O. Box 99070
Lakewood, Washington 98499-0070
Telephone: 253.581.8001
Fax: 253.984.8161

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 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

1-07.2 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**(December 30, 2022 APWA GSP)*

This section is revised to read as follows:

All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

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*

Section 1-07.15(1) is supplemented with the following:

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 any on site construction activities.

Payment

Payment will be made for the following bid item:

SPCC Plan	Lump Sum
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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.

1-07.17 Utilities and Similar Facilities*Supplement*

Section 1-07.17 is supplemented with the following:

Existing utilities indicated in the Plans have been plotted from the best information available to 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 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. 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. See also Section 1-05.14 of these Special Provisions.

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 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 notify the Engineer immediately following the potholing of any conflicts.

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.

1-07.18 Public Liability and Property Damage Insurance

Supplement

(December 30, 2022 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool

coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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1-07.18(5)C Workers' Compensation

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

1-07.23(1) Construction Under Traffic

Supplement

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

The City will permit the closure of the northeast bound lane of Union Avenue between W Thorne Lane and Spruce Street for the duration of the work limited to all items of work with the exception of installation of street lighting poles. Installation of street lighting poles shall be completed using localized lane closures.

The Contractor shall not disturb the free flowing traffic in the southwest bound direction of Union Avenue between the hours of 11 am and 2 pm.

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

The Contractor shall be responsible for maintaining all existing signing and pavement markings through the construction zone throughout the course of construction.

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.

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.

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.

1-08 PROSECUTION AND PROGRESS

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.

1-08.2 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(2)A Type A Progress Schedule*Revision*

(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit 3 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.3(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.

1-08.5 Time for Completion*Supplement*

Section 1-08.5 is supplemented with the following:

Contract time will commence as described in the Bid Form. Contract time will cease upon removal of traffic control devices and closure of Union Avenue completion of the paving, curb and sidewalk work.

It is essential that the Contracting Agency has full and unrestricted use of the facilities at the earliest possible time. As an incentive to the Contractor, the Contracting Agency will pay the Contractor \$2,000.00 for each working day remaining in the contract prior to the established substantial completion date, but not to exceed an amount equal to \$10,000.00.

The days eligible for the incentive will be calculated by subtracting the working days elapsed through the date of substantial completion from the total working days established in the Special Provision TIME FOR COMPLETION.

Payment

Payment will be made for the following bid item:

Inctive for Early Completion	Day
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The unit item for “Incentive for Early Completion”, shall be made for each full working day that the road is open to traffic prior to the contract time. The maximum number of days paid shall be 5.

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 street lighting 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 attorneys fees, from Contractor.

Liquidated Damages Formula

$$LD = 0.15 * C / T$$

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

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 project site; 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:

Mobilization	Lump Sum
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1-09.9 Payments

Supplement

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).

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**1-10.2(2) Traffic Control Plans***Supplement*

Section 1-10.2(2) is supplemented with the following:

The Contractor shall prepare a traffic control plan showing the necessary construction traffic control and equipment required for the project. This plan 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 plan shall identify special provisions for maintaining access to businesses at all times and shall include placement of Project Signs. The plan shall also identify lane restriping, closures, and detours that are planned throughout the construction of the project. The plan shall be updated as appropriate or required by the Owner for the duration of construction. The plan shall designate the responsible person in charge of traffic control and furnish work and emergency telephone numbers. All long term lane closures and/or closures of the entire roadway for paving/striping require portable changeable message signs to be displayed for one week prior to taking the lanes.

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.

1-10.5 Payment

Supplement

Section 1-10.5 is supplemented with the following:

Payment will be made for the following bid item:

Project Temporary Traffic Control	Lump Sum
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All costs in connection with handling and protecting pedestrian and vehicular traffic including but not limited to barrels, business open signs, business direction signs, barricades, traffic control signs, and supplying and operating portable changeable message signs, 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****2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS****2-02.1 Description***Supplement*

Section 2-02.1 is supplemented with the following:

This work shall consist of the removal and disposal of various existing improvements, including but not limited to, guardrail, rock walls, pavement markings, drainage structures, street lights, 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, and sidewalk, as directed by the Engineer, that falls outside of the roadway excavation limits.

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*

Section 2-02.3(5) is added as follows:

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

New

Section 2-02.4 is supplemented with the following:

Sawcutting existing cement and asphalt concrete pavements will be measured by the linear foot along the sawcut, full depth. 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 of pavement will not be measured for separate payment, but shall be included in other items of Work.

2-02.5 Payment

Supplement

Section 2-02.5 is supplemented with the following:

Payment will be made for the following bid items:

Removal of Structure and Obstruction	Lump Sum
Sawcutting	Linear Foot

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

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.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

Supplement

Section 2-03.3 is supplemented with the following:

Roadway excavation shall include the removal of all materials excavated from within the construction limits, including but not limited to either asphalt concrete or cement concrete pavement (pulverization). Roadway excavation also includes removal of pavement, sidewalk, curb, and other improvements prior to embankment construction (i.e., fill areas).

Earthwork quantities have been computed, and changes will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method.

Any changes to the proposed work as authorized by the Engineer that would alter these quantities will be calculated by the Engineer and submitted to the Contractor for review and

verification. Once verified, the quantities shall be added to or subtracted from the quantities given in this Contract.

Any excavation or embankment beyond the limits indicated in the Plans, unless ordered by the Engineer, shall not be paid for. All work and material required to return these areas to their original conditions, as determined by the Engineer, shall be provided by the Contractor at his sole expense.

All areas shall be excavated, filled, and backfilled as necessary to comply with the grades shown in the Plans. In filled and backfilled areas, fine grading shall begin during the placement and the compaction of the final layer. In cut sections, fine grading shall begin within the final 6 inches of cut. Final grading shall produce a surface that is smooth and even, without abrupt changes in grade.

Excavation for curbs and gutters shall be accomplished by cutting accurately to the cross-sections, grades, and elevations shown. Care shall be taken not to excavate below the specified grades. The Contractor shall maintain all excavations free from detrimental quantities of leaves, brush, sticks, trash, and other debris until final acceptance of the Work.

Acceptable excavated native soils shall be used for roadway embankments, fill under sidewalks, planters, and for construction of fill slopes where shown in the Plans. Care shall be taken to place excavated material at the optimum moisture content to achieve the specified compaction. Any native material used for fill shall be free of organics and debris and have a maximum particle size of 6 inches. Materials which become saturated shall be stockpiled until they are conditioned to the proper moisture content.

The Contractor shall provide temporary drainage to keep the subgrade free from standing water.

It shall be the responsibility of the Contractor to prevent the native materials from becoming saturated with water. The measures may include sloping to drain, compacting the native materials, and diverting runoff away from the materials. If the Contractor fails to take such preventative measures, any cost or delay related to drying the materials shall be at his own expense.

If the native materials become saturated, it shall be the responsibility of the Contractor to dry the materials to the optimum moisture content.

Following removal of topsoil or excavation to grade and before placement of fills or base courses, the subgrade under the roadway shall be proof-rolled to identify any soft or loose areas which may warrant additional compaction or excavation and replacement.

2-03.3(3) Excavation Below Grade

Supplement

Section 2-03.3(3) is supplemented with the following:

A subgrade trimmer is not required on this project, but all portions of Section 2-03 of the Standard Specifications shall apply as though a subgrade trimmer were specified.

2-03.3(14)B Earth Embankment Construction

Supplement

Section 2-03.3(14)B is supplemented with the following:

Acceptable native materials shall be used for embankment construction prior to importing material. Native soils shall, at a minimum, meet the requirements of Common Borrow, Section 9-03.14(3) of the Standard Specifications, or as otherwise approved by the Engineer. After depletion of acceptable native soils, Gravel Borrow shall be used for permanent roadway embankment.

2-03.5 Payment

Supplement

Section 2-03.5 is supplemented with the following:

Payment will be made for the following bid items:

Roadway Excavation Incl. Haul	Cubic Yard
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“Roadway Excavation Incl. Haul” shall also include temporary drainage work, and hauling on-site materials to embankment areas.

2-09 STRUCTURE EXCAVATION

2.09.5 Payment

Supplement

Section 2-09.5 is supplemented with the following:

Payment will be made for the following bid item:

Shoring or Extra Excavation Class B	Lump Sum
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END OF DIVISION 2

**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.

4-04.5 Payment

Supplement

Section 4-04.5 is supplemented with the following:

Payment will be made for the following bid item:

Crushed Surfacing Base Course	Ton
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END OF DIVISION 4

**DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS**

5-04 HOT MIX ASPHALT

5-04.1 Description *Supplement*

Section 5-04.1 is supplemented with the following:

Commercial HMA shall be placed for driveway aprons, inside of intersection traffic islands, HMA ramps, and other areas outside the roadway prism where designated by the Engineer.

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

Section 5-04.3(3)A is deleted in its entirety.

5-04.4 Measurement *Supplement*

Section 5-04.4 is supplemented with the following:

No specific unit of measure will apply to the calculated item of asphalt cost price adjustment.

5-04.5 Payment *Supplement*

Section 5-04.5 is supplemented with the following:

Payment will be made for the following bid items:

HMA Cl. 1/2", PG 58 -22	Ton
Commercial HMA	Ton
Asphalt Cost Price Adjustment	CALC

“HMA Cl. 1/2”, PG 58 -22” and “Commercial HMA”, 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.**

5-04.5(2) Asphalt Cost Price Adjustment *New*

Section 5-04.5(2) is added as follows:

The City of Lakewood will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will

be applied to partial payments made according to Section 1-09.9 for the following bid item in bid when they are included in the proposal:

HMA Class ½" PG 58 -22

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The City of Lakewood does not guarantee that asphalt binder will be available at the reference cost.

The City of Lakewood will use the WSDOT established the asphalt binder reference cost as posted twice each month on the WSDOT website at:

<http://www.wsdot.wa.gov/biz/construction/AsphaltIndex.cfm>.

The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the City of Lakewood will select a substitute price source to establish the reference cost.

The base cost established for this contract is the reference cost posted on the WSDOT website for the period immediately preceding the bid opening date.

Adjustments will be based on the most current reference cost for Western Washington as posted on the WSDOT website. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted. The adjustment will be calculated as follows:

No adjustment will be made if the reference cost is within 5% of the base cost.

If the reference cost is greater than or equal to 105% of the base cost, then
Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then
Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where Q = total tons of HMA paid in the current month's progress payment.

END OF DIVISION 5

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

7-04 STORM SEWERS

7-04.1 Description *Supplement*

Section 7-04.1 is supplemented with the following:

The work also includes construction a new infiltration gallery as shown on the plans and specified herein.

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.

Pipe for infiltration gallery shall be Perforated Corrugated Polyethylene (PE) Underdrain Pipe (12") as specified in section 9-05.2(8)

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.

7-04.5 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
Infiltration Gallery	Linear Foot

The unit contract price per linear foot for “Schedule A Storm Sewer Pipe, ___-In. Diam.” shall also include but not be limited to furnishing and installing pipe, trench excavation, pavement removal, dewatering (if required), connection to existing structures or pipe, backfilling with suitable material, bedding, compacting, and cleaning and testing of the pipe.

The unit contract price per linear foot for “Infiltration Gallery” shall also include but not be limited to furnishing and installing pipe, trench excavation, and providing and backfilling with gravel backfill for drywells.

Cost of connecting pipe to a structure or pipe shall be included in the various unit contract prices for storm sewer pipe, 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

7-05.2 Materials

Supplement

Section 7-05.2 is supplemented with the following:

Thru Curb Inlet Casting shall be Olympic Foundry SM94 or approved equivalent.

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.

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 1P w/Down-Turned 90	Each
Adjust Manhole	Each
Connect to Existing Pipe	Each
Connection to Existing Catch Basin	Each

Adjust Catch Basin	Each
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The unit contract price per each for “Catch Basin Type 1P w/Down-Turned 90” and “Catch Basin Type 1” shall also include excavation, shoring, bedding, backfill, compaction, adjusting to final grade, and cleaning.

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 base 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
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7-12 VALVES FOR WATER MAINS

7-12.1 Description

Supplement

Section 7-12.1 is added as follows:

The work consists of lowering existing valve boxes and prior to pulverization and adjusting to finish grade following the final lift of paving.

Division 7 – Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits SP-43

7-12.2 Materials

Supplement

Section 7-12.2 is added as follows:

The Contractor shall utilize existing materials unless the utility supplies a new box extension. Regardless of whether the utility opts to provide a new box, or the existing box is utilized, no further payment shall be made.

7-12.3 Construction Requirements

Supplement

Section 7-12.3 is added as follows:

The Contractor shall locate, mark, and swing tie each box prior to construction. The Contractor shall lower each box prior to pulverization. Within five working days of the final lift of HMA, the Contractor shall raise all boxes to finish grade.

7-12.4 Measurement

Supplement

Section 7-12.4 is added as follows:

“Adjust Valve Box”, per Each shall be paid once per box adjusted down for paving and up for final grade. Duplicate adjustments will not be measured for convenience of paving.

7-12.5 Payment

Supplement

Section 7-12.5 is added as follows:

Payment will be made for the following bid item:

Adjust Valve Box	Each
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The unit contract price per each for “Adjust Valve Box” shall be full compensation for the work listed in Section 7-12. No further compensation will be made.

END OF DIVISION 7

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

8-01 EROSION CONTROL

8-01.3(8) Street Cleaning

Supplement

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

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. Street Cleaning costs shall be considered incidental to other bid items in the contract.

8-01.5 Payment

Supplement

Section 8-01.5 is supplemented with the following:

Payment will be made for the following bid items:

Erosion/Water Pollution Control	Force Account
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8-02 ROADSIDE RESTORATION

8-02.5 Payment

Supplement

Section 8-02.5 is supplemented with the following:

Payment will be made for the following bid items:

1-1/2" Washed Rock	Ton
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8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.3 Construction Requirements

Supplement

Section 8-04.3 is supplemented with the following:

Curbs and gutters shall be constructed in accordance with cement concrete traffic curb and gutter, City of Lakewood Standard Plan FR-18. Contractor shall construct curb and gutter pan at all catch basins as shown in WSDOT Standard Plan F-10.16-00.

The Contractor shall remove and replace any concrete curb with any chips, spalls, cracks, or hairline cracks as directed by the Engineer at no cost to the Owner.

Contractor shall take special care to construct concrete curb to line and grade as shown in the Plans. Concrete curb constructed with excessive bows, waves, or ultimately out-of-plumb shall be removed and replaced as directed by the Engineer at no cost to the Owner.

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

8-04.5 Payment

Supplement

Section 8-04.5 is supplemented with the following:

Payment will be made for the following bid items:

Cement Concrete Traffic Curb and Gutter	Linear Foot
Cement Concrete Pedestrian Curb	Linear Foot

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 Driveway Type 1 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 Conc. Driveway Entrance Type 1	Square Yard
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8-14 CEMENT CONCRETE SIDEWALKS

8-14.2 Materials *Supplement*

All detectable warning surfaces shall be cast iron with an H-20 load rating and have the truncated dome shape, as shown in the Plans, for placement in wet concrete. No surficial applied or plastic detectable warning surfaces are allowed.

8-14.3 Construction Requirements *Supplement*

Section 8-14.3 is supplemented with the following:

The Contractor shall remove and replace any cement concrete sidewalk with any chips, spalls, cracks, or hairline cracks as directed by the Engineer at no cost to the Owner.

Contractor shall take special care to construct cement concrete sidewalk to line and grade as shown in the Plans. Cement concrete sidewalk constructed with excessive bows or waves shall be removed and replaced as directed by the Engineer at no cost to the Owner.

8-14.3(4) Curing *Replacement*

Section 8-14.3(4) is deleted and replaced with the following:

The curing materials and procedures outlined in Section 5-05.3(13) of the Standard Specifications shall prevail, except that white pigmented curing compound shall not be used on sidewalks. The curing agent shall be applied immediately after brushing and be maintained for a period of 5 days.

The Contractor shall have readily available sufficient protective covering, such as waterproof paper or plastic membrane, to cover the pour of an entire day in the event of rain or other unsuitable weather. 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 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. Patching, grinding or grouting repair of sidewalks will not be permitted.

8-14.5 Payment

Supplement

Section 8-14.5 is supplemented with the following:

Payment will be made for the following bid items:

Cement Concrete Sidewalk	Square Yard
Cement Concrete Curb Ramp Type Parallel	Each

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL

8-20.3(4) Foundations

Supplement

Street lighting system luminaire pole foundations shall be per City of Lakewood Standard Plan IS-09 and/or IS-10, and/or as detailed in the plans. Augured hole may be used as concrete form below 24" from finished grade. Exposed portion of pole foundation above grade shall have rubbed finish.

8-20.3(5) Conduit

Supplement

Conduit may be installed by open trenching except in areas where new pavement has been constructed by this project.

Conduit installed under the sidewalk shall be installed at a minimum depth of 24 inches and trench backfill may be native after the pipe has been backfilled with crushed surface top course approximately 2 inches above the pipe. Conduit installed in existing paved areas, whether in the roadway area, shoulder area, or areas other than the roadway, shall be bedded and backfilled with crushed surfacing top course unless otherwise shown in the Plans. Conduits for pole risers shall be rigid galvanized steel conduit. Banding of risers to poles shall not be allowed. Riser on utility pole shall comply with electrical purvey requirements.

All underground conduit installed in open trenches shall be marked with a continuous strip of 4 mil x 6 inch width polyethylene marker tape. The tape shall be marked with black legend on yellow background, and buried a maximum of 12 inches below the original elevation of finish grade (except when backfilled with CDF) as applicable. When backfilled with CDF, no marker tape is required.

All empty conduits shall have a nylon pull string with a minimum strength of 500 pounds and 10 feet of slack in each junction box.

8-20.3(5)A Detectable Pull Tape*New*

For all conduits that do not contain electrical conductors, the Contractor shall add a detectable pull tape as indicated on the plans. The pull tape shall be in conformance with Section 9-29.27 of these Special Provisions.

8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes*Supplement*

Junction boxes shall be placed on a 6-inch cushion of crushed surfacing top course.

Bonding straps shall be provided on all junction boxes between the junction box lid, frame, and conduit ground couplings. All junction box lids shall be grounded in a manner that will allow removal of the lid without breaking the ground.

All junction boxes shall be supplied by the Contractor. The locations of the junction boxes as shown in the Plans are approximate and the exact locations shall be determined in the field by the Engineer. Junction boxes shall be located outside the traveled way, wheelchair ramps and landings, and driveways. The new junction box shall not interfere with any other previous or relocated installation. The lid of the junction box shall be flush with its frame and with the surrounding area whether it is shoulder, sidewalk, or other surface.

Wiring shall not be pulled into any conduit until all associated junction boxes have been adjusted to, or installed in, their final grade and location, unless installation is necessary to maintain system operation. If wire is installed for this reason, sufficient slack shall be left to allow for future adjustment.

When junction boxes are installed or adjusted prior to construction of finished grade, pre-molded joint filler for expansion joints may be placed around the junction boxes. The joint filler shall be removed prior to adjustment to finished grade.

All street light junction boxes shall be separate from traffic signal junction boxes. All junction boxes shall be immediately bolted down with 5 sided bolts by the Contractor after wire installation.

All junction boxes designated as pull points for fiber optic cable shall be configured such that the tensile and bending limitations of the fiber optic cable are not compromised. Junction boxes shall be configured to mechanically protect the fiber optic cable against installation force as well as inert forces after cable pulling operations. Junction boxes shall be installed per the details shown on the Plans.

The Contractor shall not damage any existing conduits when replacing or excavating existing junction boxes. The Contractor is to maintain the integrity of all junction boxes during reconfiguration of the conduits, installation of new conduits or when excavating.

The Contractor shall reconfigure conduits in existing junction boxes as shown in the details in the Plans where the minimum bend radius of the fiber is not achievable. The integrity of the junction box shall be maintained. If damage occurs, the Engineer shall be contacted immediately.

8-20.3(8) Wiring*Supplement*

(March 13, 1995 WSDOT GSP)

Union Avenue SW Improvements
Project No. 302.0096
City of Lakewood
May 2023

Power and Illumination

Conductors used for power or illumination shall meet the following requirements:

1. USE single conductors, Class B stranded, annealed copper per ASTM B3, IPCBA-NEMA S-19-81, as currently amended.
2. Cross-linked polyethylene insulation jacket per U.L. Standard 854 for Type USE and U.L. Standard 44 for type RHH-RHW.
3. Ampacity rating shall conform to current NEC requirements.

Unless otherwise specified, illumination conductors shall be #8 AWG. No splices shall be allowed in the luminaire wiring; all connections shall be made at terminal locations or at the SEC fused disconnects in the pole base.

Head connecting ends will be fitted with a 1-1/2 inch reducing washer and a 3/4 inch box connector at the mast arm and head mounting site. A fused SEC connector shall be provided for luminaire protection at the base of each steel traffic signal standard on which a luminaire is mounted, and shall be easily accessible from the handhole.

Unless otherwise stated on the Plans and Contract Documents, a single photo cell shall be installed on the termination box on the signal pole located on the same corner as the signal cabinet to be used as a switch for all internally illuminated street name signs and luminaires at the signal. The photo cell shall be equipped with separate conductors for internally illuminated street name signs and luminaires.

8-20.3(9) Bonding, Grounding*Supplement*

Contractor shall furnish and install ground wire in all new and existing non-galvanized conduits where new electrical conductors are being placed. Ground wires are not required in conduits with only fiber optic cabling.

At points where wiring shields or shielded conductors are grounded, the shields shall be neatly wired and terminated on suitable grounding lugs.

8-20.3(10) Services Transformer, and ITS Cabinet*Supplement*

The Contractor shall install wiring from the meter to the control panel, controller and other items that require power as shown in the Plans and defined in these Special Provisions. The Contractor shall be responsible for installing conduit and wiring to the service point identified on the plans in accordance with Lakeview Light & Power (LL&P) Transmission and Distribution Standards.

Electrical services shall be provided on pedestals in accordance with City of Lakewood Std. Plan IS-05 "Combined Controller and Service Cabinet Pedestal" and Lakeview Light & Power Transmission and Distribution Standards and shall meet USERC requirements.

Upon installation of the electrical service panel and satisfactory inspection approval from the appropriate electrical inspection authority, the Contractor shall notify the City of Lakewood; the Engineer will then request Lakeview Light & Power to complete the service connection.

A copy of the wiring diagram shall be provided in a plastic holder mounted conveniently inside the signal controller cabinet.

Service Connection Fees

The City of Lakewood will pay all service connection fees directly to PSE.

The Contractor shall be responsible for making the necessary arrangements with PSE to complete the necessary service connection and for any additional requirements that will be imposed by PSE and/or the Department of Labor and Industries. The Contractor shall pay any fees imposed by the Department of Labor and Industries.

The Contractor's cost associated with Department of Labor and Industries fees shall be incidental to and included in the various unit bid prices of work covered in this section.

8-20.5 Payment

Supplement

Payment will be made for the following bid items:

Illumination System Complete	Lump Sum
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The lump sum contract price for "Illumination System Complete", shall be full compensation for all labor, material, and tools, including all incidentals and equipment required to satisfactorily provide, install and test a totally operational illumination or conduit system including but not limited to poles, arms, fixtures, cabinets, foundations, junction boxes, conduits, conductors, electrical meter, service connections, and trenching as shown in the Plans and as defined in the Standard Specifications and these Special Provisions

8-22 PAVEMENT MARKING

8-22.2 Materials

Supplement

Section 8-22.2 is supplemented with the following:

All plastic pavement marking materials shall be Flint Hot Tape.

8-22.3(2) Preparation of Roadway Surfaces

Supplement

Section 8-22.3(2) is supplemented with the following:

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

Section 8-22.5 is supplemented with the following:

Payment will be made for the following bid items:

Plastic Crosswalk Line	Square Foot
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END OF DIVISION 8

**DIVISION 9
Materials****9-29 ILLUMINATION, SIGNAL, ELECTRICAL****9-29.6 Light and Signal Standards Supplement**

Street light standards shall be aluminum round tapered with 3/8 inch internal grounding lug, 4 bolt base, mounting height as shown on the plans, and satin mill finish, unless otherwise shown in the contract documents.

Street light arms shall be aluminum round tapered, arm length as shown on the plans, and satin mill finish, unless otherwise shown in the contract documents.

9-29.6(1) Steel Light and Signal Standards Supplement

All welds shall comply with the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. Welding inspection shall comply with Section 6-03.3(25)A of the Standard Specifications.

Hardened washers shall be used with all signal arm connecting bolts instead of lock washers. All signal arm AASHTO M 164 connecting bolts shall be tightened to 40 percent of proof load.

9-29.10 Luminaires Supplement**Luminaire for Cobra Head Style LED Fixture**

Housing: Luminaire housing with integral cooling fins shall be die cast aluminum with universal four-bolt slip fitter for mounting to 1 1/4" to 2" (1 5/8" to 2 3/8" O.D.) diameter mast arm. Electrical components shall be accessed without tools and are mounted on power door. Conductors from power supply to terminal block and LED board must be spliced with quick style electrical disconnects. Photocontrol receptacle is standard and shall be rotatable without tools.

Optical Systems: White light: correlated color temperature – standard 4000 K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% upright and restrict backlight to within sidewalk depth, providing optimal application coverage and pole spacing.

Electrical: Expected life: LED light engines are rated >100,000 hours at 25 degrees C, L70. Electronic driver has an expected life of 100,000 hours at a 25 degree ambient.

Surge protect shall provide a minimum of IEEE/ANSI C62.41 Category C protection.

Listings/Ratings/Warranties: Luminaires shall be UL listed for use in wet locations in the United States and Canada. Optical systems shall maintain an IP66 rating. Five-year limited warranty is required for all components.

Photometry: All luminaires shall be photometrically tested by certified independent testing laboratories in accordance with IESNA LM-79 testing procedures.

The cobra head style LED fixture shall meet the following or other approved by the Engineer:

- Voltage: Multi-volt 120-277V
- Optic: Type 2 Medium
- Mounting: Horizontal Tenon compatible with round aluminum arm
- Finish: Grey
- Surge Protection: Internal 10 kV
- Color Temperature: 2700K
- Control Option: 7 Pin Photocontrol Receptacle (with shorting cap)
- Miscellaneous: NEMA Label Indicating Wattage
Includes field adjustable lumen output feature
DLC QPL Listed
Optic Box and driver enclosure are rated IP66 or better
- Warranty: Minimum 10-year limited warranty

In addition to the above listed requirements, all fixtures shall utilize low glare technology optics that include a two-part optical system. The optical system shall include LED chips that are not directly visible from ground level. The direct LED light shall refract off a secondary optic that reflects light out of the luminaire.

Specific fixtures shall also meet the specifications outlined in the schedules in the Plans and table below:

Lumen Output	Max Wattage	BUG Rating
9,000	65	B≤1, U=0, G≤2
11,000	85	B≤2, U=0, G≤2

END OF DIVISION 9