

**MUST BE SUBMITTED WITH PROPOSAL**



## **SMALL PUBLIC WORKS PROJECT NOTICE**

**Subject: 2013 Cross-Kirkland Corridor Ditch Maintenance**

**Job # 33-13-PW**

As you are listed in the Shared Small Works Roster (<https://www.wagovbiz.net>) as a contractor under the category of "Roadway Construction and Repair" the City of Kirkland is inviting you to submit a bid to serve as General Contractor for the subject project.

The work described in this section relates to the coordination and execution of ditch cleaning and reshaping work located along the Cross-Kirkland Corridor (CKC), Kirkland, WA. Maps are available that highlight specific areas to be maintained. The Contractor will work under the direction of the City Surface Water Field Staff. The Contractor will be directed by City Surface Water Field Staff on location, depth, width, and grade in areas where ditch maintenance is to be performed. Minor spot brushing will also be included. Contractor is responsible for providing appropriate equipment, operators, PPE and spill response materials for equipment operations, including fueling and maintenance. Contractor will also provide appropriate equipment to move excavated materials to designated City-identified dumping locations. City will be responsible for all pre-work signage, erosion and sediment control placement and maintenance, City will be responsible for over-all project management and direction of daily operations.

**The Contractor must have a minimum of 2 years of experience performing ditch maintenance using high-rail equipment and base their bid on supplying this type of specialized equipment to perform the work. The successful bidder must provide at least 3 references with contact information demonstrating this experience.**

The lump sum price for work to be performed under this contract shall be full compensation for all labor, tools, equipment and materials to complete the work to the City of Kirkland standards.

- The estimated cost of this project is \$60,000 to \$70,000.
- The estimated linear footage of ditch to be maintained is 14,000 LF

An **optional** site visit will be held at 10:00 am on Thursday June 27, 2013. Plans will be provide to those contactors whom RSVP to [bwallace@kirklandwa.gov](mailto:bwallace@kirklandwa.gov). This **optional** site visit will begin at the intersection of NE 52<sup>nd</sup> St and the Cross-Kirkland Corridor, Kirkland, WA.

- ❖ Sealed Bids are due in the office of the Purchasing Agent at City Hall, 123 5<sup>th</sup> Ave., Kirkland, 98033 no later than **4:00 p.m. on Monday July 8, 2013**. (There will not be a public bid opening for this project.)

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- ❖ It is anticipated that notice to proceed will issued on or before August 1, 2013 and the contractor shall have 10 working days to complete the project. The contract may be extended up-to an additional 5 working days at the option of the City to encompass City-identified additional work at the original bid prices.
- ❖ Prior to executing a contract, the City of Kirkland must receive a Certificate of Insurance naming the City as an additional insured. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate. The Automobile Liability Insurance must have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ❖ Contractor is responsible for payment of King County prevailing wage rates for all trades needed to complete the described work. Prevailing wages for King County may be found at:  
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/LookUp/default.asp>.
- ❖ Contractor must apply for a City of Kirkland business license prior to starting work.
- ❖ Plans can be found on the City of Kirkland FTP download site under "CKC Ditch Plans".

**Schedule:**

Optional site meeting	June 27, 2013
Bids due to City of Kirkland	July 8, 2013
Anticipated date of notice to proceed	on or before August 1, 2013
Construction complete no later than	10 working days after notice to proceed

**Only bids from contractors listed on the Shared Procurement Portal's small works roster under the category of "Roadway Construction and Repair" as of bid opening date and time will be considered for award of contract.** The Shared Procurement Portal URL is: [www.wagovbiz.net](http://www.wagovbiz.net)

If you have any questions regarding this process, please contact me at 425 587-3123.

Barry L. Scott, C.P.M.  
Purchasing Agent

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**CITY OF KIRKLAND  
BID SCHEDULE**

**2013 Cross-Kirkland Corridor Ditch Maintenance  
JOB NO. 33-13-PW**

Note:

- 1) Unit prices for all items, all extensions, and the total amount of the bid must be shown. All entries must be typed or entered in ink.
- 2) The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency 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.

<b>Item No.</b>	<b>Item Description</b>	<b>Spec Ref.</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	Mobilization (mob to project site and de-mob from project site)	1-09	1	LS		
2	Area-to-area Mobilization (inter-site)	1-05	3	EA		
3	Ditch Maintenance Equipment Package (High-Rail)	SCOPE #6	10	DAY		
4	Minor Change	1-04	5000	FA	\$1.00	\$5,000
	<b>END</b>					

**TOTAL COMPUTED PRICE: \$ \_\_\_\_\_**

**Detailed Project Requirements**

**CITY OF KIRKLAND**

**2013 Cross-Kirkland Corridor Ditch Maintenance**

**SCOPE OF WORK**

**1. Description**

The work described in this section relates to the coordination and execution of ditch cleaning and reshaping work located along the Cross Kirkland Corridor (CKC), Kirkland, WA. Additional maintenance work may include brush removal/trimming in limited areas as defined by the City. The Contractor will work under the direction of the City Surface Water Field Staff. The Contractor will be directed by City Surface Water Field Staff on location, depth, width, and grade in areas where ditch maintenance is to be performed. Contractor will also provide appropriate equipment to move excavated materials to designated City-identified dumping locations. City will be responsible for all pre-work signage, erosion and sediment control placement and maintenance of sediment controls and traffic control.

**2. Location**

Work to be performed is located on the Cross-Kirkland Corridor, a 5.75 mile long abandoned railroad corridor within the City of Kirkland, WA. Rails, ties, and other equipment are located along the corridor in most places and require specialized equipment to safely access sites and perform the work. See attached plans for specific maintenance locations.

**3. Work to be Performed**

- a. Contractor will remove vegetation identified prior to cleaning and reshaping ditch line, in places where flow is obstructed and terrain is difficult to see, in order to reshape.
- b. Contractor is to clean/reshape ditch.
- c. Materials will be separated, transported on high rail dump trucks to be secured in holding/dewatering piles, in appropriate "like" stock piles. For example – cattail, tires, woody debris, sediment pile materials will be separated and piled at identified locations (on and off site). BMP installations for water quality protections will be installed around piles (sediment fencing on low hill side of piles). Two locations have been identified off site if more storage area is needed for dewatering spoil piles.
- d. When using an educator (City provided), city staff will assure to keep the pump (vacuum) running when tube is lifted to assure all sediment and water and all material is out of the tube in order to prevent material from falling back into the work area.
- e. Contractor will leave some vegetation to attenuate flows, turbidity, and pollutants where sediment buildup does not impede flow or infiltration.

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- f. City staff will reseed ditch line after reshaping activity and will cover with straw.
- g. If work site was isolated, the area down steam of the maintenance activity limits must be monitored with regular inspections for turbidity. The City staff holding CESCL certifications will perform this required task. If significant turbidity is observed leaving the area, stop work immediately and determine the source. Fix the problem and continue working. If the problem cannot be located and turbidity cannot be controlled, stop work and call Jason Osborn ((425) 587-3901 or (425) 766-8877).
- h. When work is completed, City staff will slowly remove any in-water containment materials. Remove any built up sediment from in front of sandbag dams and take measures to slowly reintroduce the water back into the work area. This may involve turning the pump down to let water build up and spill over upstream sand bag dam or just remaining materials used during the maintenance activity.
- i. If significant vegetation has been disturbed (i.e. trampled or uprooted), City staff will seed or compost/mulch area and replant.

**4. Materials Handling**

- a. Materials and vegetation removed from the ditches will be placed into hauling vehicle(s) and transported to one of three (3) established de-watering sites.

**5. Administration**

- a. The Contractor will work under the direction of the City Surface Water Field Staff. The Contractor will be directed by City Surface Water Field Staff on location, depth, width, and grade in areas where ditch maintenance is to be performed.
- b.

**Staff Contact: Jason Osborn, Surface Water Lead  
City of Kirkland  
425-587-3901  
425-766-8877 (cell)**

**Staff Contact: Aaron McDonald, P.E., Project Engineer  
City of Kirkland  
425-587-3837**

- c. Contract administration will be as described in the specifications made part of this contract by reference and as detailed in the Washington State Department of Transportation Standard Specifications, 2012 edition, along with all supplements, modifications, and modified Local Agency Division 1 Specifications which are included in this contract. The specifications can be accessed at:  
<http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

**6. Equipment Package Description**

The Contractor will provide an equipment package capable of performing the above described work (ditching, loading, hauling, dumping, and brush trimming)

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while working from the existing rails. The equipment provided shall be capable of operating on roads or on rails (high-rail) and be able to dig and load effectively at a minimum 20 foot distance from the machine. Hauling equipment must be 5 CY minimum capacity. The package will include all operators, maintenance supplies and equipment, fueling equipment, and any other items necessary to perform the work. Spill control and countermeasures supplies will also be provide by the Contractor as part of the package. The City will supply all traffic control, signage, temporary erosion and sediment controls, and direction for Contractors daily activities under the contract.

**7. Utility Locates**

The City will be responsible for obtaining and maintaining all utility locates.

**8. Equipment Storage/Security**

Contractor will locate site(s) for equipment to be parked and protected overnight with locked panels and chock blocked wheels, brakes engaged and outriggers and buckets in down positions, and store debris and materials so as not to impose unsafe conditions.

**9. Measurement and Payment**

**a. General**

The contractor is providing a daily rate for all personnel, tools, and equipment to perform the required work. The City has estimated the following:

<b>LF of Ditch to be Maintained (project)</b>	<b>CY (neat) est. to be Removed (0.75 CY/FT of ditch)</b>	<b>Working Days (estimated @ 1,500 LF/Day)</b>	<b>Estimated Contractor Daily Production (Incl. minor brushing)</b>	<b>Hourly Conversion Rate (Ditching vs Brushing)</b>
14,000 LF	400 CY	10 Days	1500 LF/Day	❖ 187.5 LF/Hour

❖ Note: One hour of brushing work will be considered equivalent to 187.5 LF of ditch work for the purpose of determining daily ditch work completed.

**b. Measurement**

Measurement of work performed daily will be made by City personnel.

- i. Ditches maintained will be measured by linear foot, along the ground line of the maintained ditch. Measurement will be the basis for determining the Pay Factor.
- ii. Brushing will be measured per hour and converted into an equivalent linear foot ditching distance per/hour (see table above) for the purpose of determining daily ditch maintenance production. No additional measurement will be made.
- iii. Ditch Maintenance Equipment Package will be measured per contract day.
- iv. Loading, Hauling, and Dumping of waste materials to the designated de-watering sites will not be measured and is considered incidental to other items in the contract.

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- v. Inter-Project Mobilizations will be measured per each, and will be based on moving the contractors entire ditch maintenance equipment package from area-to-area within the project.
- vi. Project Mobilization/De-Mobilization will not be measured.

**c. Payment**

- i. Project Mobilization/De-Mobilization will be paid as a lump sum.
- ii. Inter-Project Mobilizations will be paid per each.
- iii. Minor Change will be paid by force account.
- iv. Ditch Maintenance Equipment Package will be paid per contract day.
- v. Daily Pay Factor - The Daily Pay Factor will be utilized to adjust payment based on the following daily production rates and brushing work:

<b>LF of Ditch Maintained Daily</b>	<b>Pay Factor</b>	<b>Brushing/Ditching Conversion</b>
Less than 1,200 LF Ditch/Day	0.9 times daily Ditch Maintenance Equipment Package rate	1 hour of brushing is equivalent to 187.5 LF of ditching.
1,200 to 1,800 LF Ditch/Day	daily Ditch Maintenance Equipment Package rate	1 hour of brushing is equivalent to 187.5 LF of ditching.
More than 1,800 LF Ditch/Day	1.1 times daily Ditch Maintenance Equipment Package rate	1 hour of brushing is equivalent to 187.5 LF of ditching.

**Other requirements**

1. All work must be complete in each area before moving to the next area.
2. Contractor to work in cooperation with the City of Kirkland. Contractor shall be responsible for coordinating and informing City of Kirkland of dates of activity.
3. Contractor to provide adequate staffing as well as responsible and reputable management personnel to successfully manage the job.
4. Contractor shall perform their scope of work in a safe, legal, and responsible manner.
5. Contractor shall alert the City of Kirkland immediately when conditions change that will prevent Contractor's proceeding with scheduled scope of work.
6. Contractor shall be responsible for daily clean-up of own equipment, materials, and work areas. In the event City of Kirkland must clean up after Contractor, all costs will be billed to Contractor for work necessary to remedy any deficiencies. This includes street cleaning where contractor directly created a situation which street cleaning is required.
7. Contractor shall be ultimately responsible for providing all the handling for all equipment and materials to perform this scope of work.
8. Contractor shall be responsible for the coordination, execution, and scheduling trucking for all materials, equipment, and work pertaining to this scope of work.

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**9.** Contractor shall be responsible for providing all required OSHA approved safety equipment for all employees working on site. All required safety equipment may include, but not limited to the following: Hard hats, Safety goggles, Orange vests, Ear plugs, Steel toed boots, Fall-restraint harnesses, Jeans, Shirts, Chaps, Respirators.

Questions about this proposal and Scope of Work should be directed to:  
Aaron McDonald, P.E., Project engineer  
[amcdonald@kirklandwa.gov](mailto:amcdonald@kirklandwa.gov)

Questions must be received by e-mail only, no later than 12pm Friday July 5, 2013.

**END SCOPE**

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**BIDDER RESPONSIBILITY CRITERIA**

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It is the intent of City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The bidder must:

- 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- 2. Have a current Washington Unified Business Identifier (UBI) number;
- 3. Have:
  - a. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

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**SUBCONTRACTOR RESPONSIBILITY CRITERIA**

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
  
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - 2. Have a current Washington Unified Business Identifier (UBI) number;
  - 3. Have:
    - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RC
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3)

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# **CONTRACT**

INFORMATION ONLY

The following forms must be executed and submitted by the successful bidder within five (5) calendar days following Notice of Award.

**CITY OF KIRKLAND  
PUBLIC WORKS CONTRACT**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between \_\_\_\_\_, hereinafter  
called the "Contractor" and the City of Kirkland, hereinafter called the "Owner."

**WITNESSETH:**

Whereas, pursuant to the invitation of the Owner extended through an officially published  
"Small Public Works Project Notice," the Contractor did, in accordance therewith, file  
with the Owner a proposal containing an offer which was invited by said notice, and

Whereas, the Owner has heretofore determined that said offer was the lowest responsible  
bid submitted; now, therefore, it is agreed:

Section 1. That Contractor shall comply in every way with the requirements of those certain  
specifications entitled:  
"Cross-Kirkland Corridor Ditch Maintenance" project JOB NO. 33-13-PW.

The further terms, conditions and covenants of the contract are set forth in the following  
contract documents which are hereby made a part of this agreement by actual  
attachment or by this reference thereto as follows:

- A. The Small Public Works Project Notice, as published by the Owner.
- B. The Plans, Notes and Operational Criteria prepared for this project by the Owner and  
named above by title.
- C. The Plans listed and described in said Specifications, together with those which may be  
issued as supplements thereof.
- D. The bid proposals submitted by the Contractor as to those items and/or alternatives  
accepted by the Owner.
- E. Any change orders, additions or deletions, if any, issued by the Owner.

Section 2. In consideration of faithful compliance with the terms and conditions of this  
agreement, whether set forth herein or incorporated by reference, the Owner shall pay  
to the Contractor, at the times and in the manner provided in said specifications, the  
total \_\_\_\_\_ sum \_\_\_\_\_ of \_\_\_\_\_ (\$\_\_\_\_\_)

\_\_\_\_\_

dollars (the basic price both in words and figures) which sum is subject, however, to  
increase or decrease in such proportion as the quantities named in said proposal are so  
changed, all as in said specifications and proposal provided.



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*CITY OF KIRKLAND*

*BID PROPOSAL*



**To:** Director of Finance  
City of Kirkland  
123 Fifth Avenue  
Kirkland, Washington 98033

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official or employee of the City of Kirkland, hereinafter called the Owner; and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The bidder further declares that it has carefully examined the contract documents for the construction of the project; that it has personally inspected the site; that it has satisfied itself as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents; and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder further agrees that it has exercised its own judgment regarding the interpretation of subsurface information and has utilized all data which it believes pertinent from the engineer-architect, owner, and other sources in arriving at its conclusions.

The bidder agrees to hold its bid proposal open for 45 days after the actual date of bid opening and to accept the provisions of the Instructions to Bidders regarding disposition of bid bond.

The bidder agrees that if this proposal is accepted, it will, within five (5) calendar days after notification of acceptance, execute the contract with the Owner in the form of contract included in the contract documents, and will, at the time of execution of the contract, deliver to the Owner the Performance and Payment Bond and all Certificates of Insurance required therein, and will, to the extent of its proposals, furnish all machinery, tools, apparatus, and other means of construction and do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the engineer or other project manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work within five (5) calendar days after the date of the execution of the contract or, immediately upon notice to proceed whichever occurs last and to complete the construction within seven (10) working days after notice to proceed.

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In the event the bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the Owner per WSDOT Standard Specifications.

The bidder further proposes to accept as full payment for the work proposed herein, the amounts computed under the provisions of the contract documents and based upon the lump sum and unit price amounts entered by the bidder for the various bid items included in the Bid Schedule. The bidder further agrees the lump sum includes all use taxes, overhead, profit, bond premiums, insurance premiums and all other miscellaneous and incidental expenses as well as all costs of materials, labor, tools and equipment required to perform and complete the work.

The undersigned bids and agrees to complete all construction of the **2013 Cross-Kirkland Corridor Ditch Maintenance** project for the following:

Total Computed Price (*in figures*): \$ \_\_\_\_\_  
Total Bid (*in figures*): \$ \_\_\_\_\_  
Total Bid (*in words*): \_\_\_\_\_  
\_\_\_\_\_

Receipt of Addenda No(s). \_\_\_\_\_ is hereby acknowledged.

CONTRACTOR (Firm Name) \_\_\_\_\_

By \_\_\_\_\_ Name and title of person signing \_\_\_\_\_

(Indicate whether Contractor is Partnership, Corporation, or Sole Proprietorship) \_\_\_\_\_ Date \_\_\_\_\_

Washington State Contractor's Registration Number \_\_\_\_\_ Contractor's Industrial Insurance Account Number \_\_\_\_\_

Employment Security Identification Number \_\_\_\_\_ Uniform Business Identification (UBI) Number \_\_\_\_\_

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Contractor's Address:

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Telephone Number

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Fax Number

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Email

\*\* Bid proposal to be submitted in a **sealed envelope** marked "**Bid Enclosed**" for  
**2013 CROSS-KIRKLAND CORRIDOR DITCH MAINTENANCE**



**CITY OF KIRKLAND  
STATEMENT OF BIDDER'S QUALIFICATIONS**

Contractor Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Number of years the Contractor has been engaged in the construction business under the present firm name: \_\_\_\_\_

Describe the general character of work performed by your company: \_\_\_\_\_  
\_\_\_\_\_

List three projects of a similar nature using the specified type of equipment which Contractor has completed within the last 2 years. Include contract amount and contact information for references:

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

List major equipment anticipated to be used on this project; indicate whether Contractor-owned or to be leased from others: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bank reference(s): \_\_\_\_\_

Washington State Contractor Registration No.: \_\_\_\_\_

Uniform Business Identification No.: \_\_\_\_\_

I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the City of Kirkland project should I become the successful bidder.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CITY OF KIRKLAND  
BIDDER'S CHECKLIST**

1. Have you reviewed the Bidder Responsibility and Subcontractor Responsibility Criteria?
2. Have you enclosed a bid bond or certified check with your bid? (Must be at least 5% of the total amount bid and only applies to bids in excess of \$50,000.)
3. Have you entered a bid amount for all items outlined on the Scope of Work?
4. Does the written amount of the proposal agree with the amount shown in the figure?
5. Have you acknowledged receipt of addenda?
6. Has the proposal been properly completed and signed?
7. Have you completed the Statement of Bidder's Qualifications?
8. Have you completed the City of Kirkland Non-collusion Affidavit?
9. Have you completed the Subcontractor Identification List? (This is to be completed for HVAC, plumbing, and electrical subcontractors if the amount bid exceeds \$1,000,000.)
10. Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for:

**2013 Cross-Kirkland Corridor Ditch Maintenance**

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# SPECIAL PROVISIONS

*Supplement to*

**2012**

**WSDOT Standard  
Specifications**



City of Kirkland  
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# City of Kirkland Special Provisions

## INTRODUCTION

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2012 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions supersede any conflicting provisions of the Standard Specifications, and the foregoing Amendments to the Standard Specifications.

The accompanying Plans and these Specifications and any Addenda thereto, show and describe the location and type of work to be performed under the **Cross-Kirkland Corridor Ditch Maintenance project**.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The titles of headings of the Sections and subsections herein are intended for convenience or reference and shall not be considered as having any bearing on their interpretation.

Several types of Special Provisions are included in this contract and are differentiated as follows:

**General Special Provisions (GSPs)** are similar to Standard Specifications in that they typically apply to many projects and are used by agencies throughout the state. Denoted as: **(date)**

**Local Agency Approved GSPs** are modifications to the standard specifications prepared by the APWA Division 1 subcommittee, which is comprised of representatives of local agencies throughout the state. APWA GSPs replace what was formerly referred to as "Division 1-99 APWA Supplement" in previous editions of the Standard Specifications for Road, Bridge and Municipal Construction. Denoted as: **(date APWA GSP)**

**City of Kirkland GSPs** are commonly applicable to City of Kirkland projects. Denoted as: **(COK GSP)**

**Project Specific Special Provisions** normally appear only in the contract for which they were developed. Denoted as: **(\*\*\*\*\*)**

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

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

# DIVISION 1 - GENERAL REQUIREMENTS

## DESCRIPTION OF WORK

This contract provides for the improvement of **Cross-Kirkland Corridor Ditch Maintenance project** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

### 1-01 DEFINITIONS AND TERMS

(March 13, 2012 APWA GSP)

#### 1-01.3 Definitions

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, Amendments, or WSDOT General Special Provisions, to the terms "State", "Department of Transportation", "Washington State Transportation Commission",

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

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

All references to “final contract voucher certification” shall be interpreted to mean the final payment form established by the Contracting Agency.

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

**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 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.

**Inter-Project Mobilization**

The costs and time required to move all necessary equipment, personnel, and supplies from area-to-area within the project. Area-to-area is defined as movement from one location to another where physical limitations (such as non-rated bridges) make direct movements of equipment using the railroad bed or rails impossible.

**Mobilization**

The costs and time required to move all necessary equipment, personnel, and supplies to the project location and also includes the cost to de-mobilize from the project site. Mobilizations within the project are defined under “Inter-Project Mobilization”.

**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**

*(January 24, 2011 APWA GSP)*

### **1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

#### **1-02.1 Qualifications of Bidder**

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.

*(March 25, 2009 APWA GSP; may not be used on FHWA-funded projects)*

#### **1-02.1(1) Supplemental Qualifications Criteria**

Add the following new section:

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in the section below.

#### **(COK GSP)**

Bidders shall complete and sign the Statement of Bidder's Qualification contained in the Proposal. Said form must be submitted with the bid proposal.

After bids are opened, Contracting Agency may request that a bidder or all bidders provide supplemental information concerning responsibility in accordance with RCW 39.04.350(2). Such supplemental information shall be provided to Contracting Agency in writing within two (2) business days of the request. Whether bidder supplies this supplemental information within the time and manner specified or not, in addition to consideration of this additional information, Contracting Agency may also base its determination of responsibility on any available information related to the supplemental criteria.

If Contracting Agency determines that a bidder is not responsible, Contracting Agency will provide, in writing, the reasons for such determination at which point the contractor will be deemed disqualified in accordance with WSDOT Standard Specification 1-02.14(10) and the proposal rejected. The bidder may appeal the determination within two (2) business days after receipt of the determination by presenting additional information to Contracting Agency. Contracting Agency will consider the additional information before issuing its final decision. If Contracting Agency's final decision affirms that the bidder is not responsible, Contracting Agency will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received Contracting Agency's final determination. The failure or omission of a bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve any bidder from obligations with respect to the bid or to the contract.

Any bidder may, within five (5) business days before the bid submittal deadline, request that Contracting Agency modify the supplemental criteria. Contracting Agency will evaluate the information submitted by the bidder and respond before the submittal deadline. If the evaluation results in a change of the criteria, the Contracting Agency will issue an Addendum to the bidding documents identifying the new criteria.

Supplemental Criteria. Contracting Agency acknowledges that Change Orders (changes, extra work, requests for equitable adjustment and claims (defined as including demands for money or time in excess of the contract amount or contract time)) are ubiquitous on public works construction

projects. The expeditious resolution of Change Orders is critical to the on budget and on time successful completion of a public works project. Thus, the City has established the following relevant supplemental bidder responsibility criteria applicable for the project:

1. Criterion. The bidder must demonstrate a record of successful and timely resolution of Change Orders including compliance with public contract Change Order resolution procedures (e.g. timely notice of event giving rise to the Change Order, timely submission of a statement of the cost and/or impact of the Change Order unless the bidder is able to show extenuating circumstances that explain bidder's failure to timely provide such information to the satisfaction of Contracting Agency.
2. Documentation. As evidence that the bidder meets the supplemental responsibility criteria, after bids are opened and within two (2) business days of the public notice of Contracting Agency's tabulation of bids, the lowest responsive bidder must submit the following documentation of public works projects completed within the previous three (3) years and include for each project the following:
  - a. The Owner and contact information for the Owner;
  - b. A listing of Change Orders and a signed statement from the bidder that the project timelines concerning resolution of Change Orders was complied with, and if not, provide a written explanation of what the bidder believes to be the extenuating circumstances excusing compliance with the Contract Change Order notice and claim provisions.
3. The Contractor must have a minimum of 2 years of experience performing ditch maintenance using high-rail equipment. The successful bidder must provide at least 3 references with contact information demonstrating this experience.

Contracting Agency may contact owners listed by the bidders to validate the information provided by a bidder.

***(June 27, 2011 APWA GSP)***

**1-02.2 Plans and Specifications**

Delete this section and replace it with the following:

The City is contracting for specialized equipment and operators with the contractor. No plans or specifications other than what has been referenced have been developed for this project. The City will provide direction for contractor operations.

***(June 27, 2011 APWA GSP)***

**1-02.5 Proposal Forms**

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

**(June 27, 2011 APWA GSP)**

**1-02.6 Preparation of Proposal**

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last paragraph, and replace it with the following:

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any D/W/MBE requirements are to be satisfied through such an agreement.

**(October 1, 2005 APWA GSP)**

**1-02.7 Bid Deposit**

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

**(COK GSP)**

**1-02.8 Noncollusion Declaration and Lobbying Certification**

The following new paragraph is inserted at the end of Section 1-02.8:

## **Conflict of Interest**

The bidder affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this contract, no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or its employees must be disclosed forthwith to the City of Kirkland. If this contract is within the scope of a Federal Housing and Community Development Block Grant program, the Contractor further covenants that no person who presently exercises any functions or responsibilities in connection with the block grant program has any personal financial interest, direct or indirect, in this contract.

### **(August 15, 2012 APWA GSP, Option A)**

#### **1-02.9 Delivery of Proposal**

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call Invitation for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call Invitation for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call Invitation for Bids.

### **(May 4, 2012 APWA GSP)**

#### **1-02.12 Public Opening of Proposals**

Delete this section and replace it with the following:

Proposals will be opened at the time indicated in the Call for Bids. There will be no public bid opening. Bids will not be opened after the deadline(s) for submitting all elements of the Bid Proposal including DBE Written Confirmation Documents and/or Good Faith Effort Documentation, unless the Bid opening has been delayed or canceled.

### **(March 13, 2012 APWA GSP)**

#### **1-02.13 Irregular Proposals**

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;

- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
- j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

***(March 25, 2009 APWA GSP, Option C; may not be used on FHWA-funded projects)***  
**1-02.14 Disqualification of Bidders**

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

- 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
- 2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
- 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
- 4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
- 5. there is uncompleted work (Contracting Agency or otherwise) which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
- 6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
- 7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
- 8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
- 9. there are any other reasons deemed proper by the Contracting Agency; or

10. the Bidder fails to meet the project-specific supplemental bidder responsibility criteria listed in the **Small Public Works Project Notice**.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

**(October 1, 2005 APWA GSP)**

**1-02.15 Pre Award Information**

Revise this section to read:

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

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

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

**(January 23, 2006 APWA GSP)**

### 1-03.1 Consideration of Bids

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.

**(October 1, 2005 APWA GSP)**

### 1-03.3 Execution of Contract

Revise this section to read:

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

Within ten (5) calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 5 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.

**(October 1, 2005 APWA GSP)**

### 1-03.4 Contract Bond

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
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. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;

4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, 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;
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 must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

## **1-04 SCOPE OF THE WORK**

### **(COK GSP)**

#### **1-04.1 Intent of the Contract**

Section 1-04.1 is supplemented with the following:

All materials, tools, labor, and guarantees thereof of required to complete the work shall be furnished and supplied in accordance with these Special Provisions and the Standard Specifications. The Contractor shall include all costs of doing this work within the contract bid item prices.

### **(March 13, 2012 APWA GSP)**

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

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

### **(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)**

#### **1-04.6 Variation in Estimated Quantities**

Supplement this Section with the following:

The quantities for **Item #2, Area-to-area Mobilization, Item #3, Ditch Maintenance Equipment Package, and Item #4, Minor Change** have been entered into the Proposal only to provide a

common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

**(COK GSP)**

#### **1-04.11 Final Cleanup**

Section 1-04.11 is deleted in its entirety and replaced with the following:

From time to time or as may be ordered by the Engineer, the Contractor shall cleanup and remove debris, refuse, and discarded materials of any kind resulting from the Work. Failure to do so may result in cleanup done by the Owner and the cost thereof charged to the Contractor and deducted from the Contractor's progress estimate.

The Contractor shall perform final cleanup as provided in this Section. The Engineer will not establish the Physical Completion Date until this is done. All public and private property the Contractor occupied to do the Work, including but not limited to the Street Right of Way, material sites, borrow and waste sites, and construction staging area shall be left neat and presentable. Immediately after completion of the Work, the Contractor shall cleanup and remove all refuse and unused materials of any kind resulting from the Work. Failure to do the final cleanup may result in the final cleanup being done by the Owner and the cost thereof charged to the Contractor and deducted from the Contractor's final progress estimate.

The Contractor shall:

1. Remove all rubbish, surplus materials, discarded materials, falsework, piling, camp buildings, temporary structures, equipment, and debris;
2. Remove from the Project, all unneeded, oversized rock left from grading, surfacing, or paving unless the Contract specifies otherwise or the Engineer approves otherwise;
3. On all concrete and asphalt pavement work, flush the pavement clean and remove the wash water and debris;
4. Sweep and flush structure decks and remove wash water and debris;
5. Clean out from all open culverts and drains, inlets, catch basins, manholes and water main valve chambers, within the limits of the Project Site, all dirt and debris of any kind that is the result of the Contractor's operations;
6. Level and fine grade all excavated material not used for backfill where the Contract requires;
7. Fine grade all slopes;
8. Upon completion of grading and cleanup operations at any privately-owned site for which a written agreement between the Contractor and property owner is required, the Contractor shall obtain and furnish to the Engineer a written release from all damages, duly executed by the property owner, stating that the restoration of the property has been satisfactorily accomplished.;

All costs associated with cleanup shall be incidental to the Work and shall be included in the various Bid items in the Bid, and shall be at no additional cost to the Owner.

#### **1-05 CONTROL OF WORK**

**(October 1, 2005 APWA GSP)**

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

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

**(COK GSP)**

#### **1-05.9 Equipment**

The following new paragraph is inserted between the second and third paragraphs:

Use of equipment with metal tracks will not be permitted on concrete or asphalt surfaces unless otherwise authorized by the Engineer.

**(COK GSP)**

#### **1-05.10 Guarantees**

Section 1-05.10 is supplemented as follows:

Guarantees and maintenance bonds shall be in accordance with City of Kirkland, State of Washington, Public Works Performance and Payment Bond forms and requirements. The performance bond shall be in the full amount of contract. The Contractor guarantees all items of material, equipment, and workmanship against mechanical, structural, or other defects for which the Contractor is responsible that may develop or become evident within a period of one year from and after acceptance of the work by the Owner. This guarantee shall be understood to require prompt remedy of defects upon written notification to the Contractor. If the Owner determines the defect requires immediate repair, the Owner may, without further notice to the Contractor, make the necessary corrections, the cost of which shall be borne by the Contractor. To support the above guarantee, the Contractor's performance bond shall remain in full force and effect for one year following the acceptance of the project by the Owner.

**(October 1, 2005 APWA GSP)**

### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

### **1-05.11 Final Inspections and Operational Testing**

#### **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 therefor.

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.

**(March 25, 2009 APWA GSP)**

### **1-05.13 Superintendents, Labor and Equipment of Contractor**

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.14, it will take these performance reports into account.

**(March 25, 2009 APWA GSP)**

**1-05.15 Method of Serving Notices**

Revise the second paragraph to read:

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

**(October 1, 2005 APWA GSP)**

**1-05.17 Oral Agreements**

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

**1-06 CONTROL OF MATERIAL**

**(COK GSP)**

**1-06.1 Approval of Materials Prior to Use**

Section 1-06.1 is supplemented as follows:

Approval of a Material source shall not mean acceptance of the Material. The Material shall meet the requirements of the Contract.

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

**(COK GSP)**

**1-07.1 Laws to be Observed**

Section 1-07.1 is supplemented with the following:

The Contractor shall at all times eliminate noise to the maximum practicable extent. Air compressing plants shall be equipped with silencers, and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. Special care shall be used to avoid noise or other nuisances, and the Contractor shall strictly observe all federal, state, and local regulations concerning noise.

The Contractor shall make an effort to reduce carbon emissions by turning off engines on construction equipment not in active use, and on trucks that are idling while waiting to load or unload material for five minutes or more.

**Compliance with Laws**

The Contractor shall comply with the requirements of all other City ordinances, state statutes, laws, and regulations, whether or not stated herein, which are specifically applicable to the public improvements and work to be performed.

**(October 1, 2005 APWA GSP)**

Supplement this section with the following:

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

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

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

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

**(COK GSP)**

**Contractor's Safety Responsibilities**

These construction documents and the joint and several phases of construction hereby contemplated are to be governed at all times by applicable provisions of the federal law(s), including but not limited to the latest amendments of the following:

Williams-Steiger Occupational Safety and Health Act of 1980, Public Law 91-596.

Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

This project, the Contractor and its subcontractors, shall, at all times, be governed by Chapter XIII of Title 29, Code of Federal Regulations, Part 1518 - Safety and Health Regulations for Construction (35 CFR 75), as amended to date.

To implement the program, and to provide safe and healthful working conditions for all persons, the construction superintendent or his/her designated safety officer shall conduct general project safety meetings at the site at least once each month during the course of construction.

The prime contractor and all subcontractors shall immediately report all accidents, injuries, and health hazards to the Manager, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970. This program shall become a part of the contract documents and the contract between the Owner and the Contractor, and all subcontractors, as though fully written therein.

Where the location of the work is in proximity to overhead wires and power lines, the Contractor shall coordinate all work with the utility and shall provide for such measures as may be necessary for the protection of the workers.

**(June 27, 2011 APWA GSP)**

## **1-07.2 State Taxes**

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

### **1-07.2 State Sales Tax**

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

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

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

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

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

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

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

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

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

**1-07.2(3) Services**

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

**(COK GSP)**

**1-07.14 Responsibility for Damage**

Section 1-07.14 is supplemented with the following:

The Contractor further agrees that it is waiving immunity under Industrial Insurance Law Title 51 RCW for any claims brought against the City by its employees. In the event Contractor fails, after receipt of timely notice from the City, to appear, defend, or pay as required by the first paragraph of this section, then in that event and in that event only, the City may in its sole discretion, deduct from the progress payments to the Contractor and pay any amount sufficient to pay any claim, of which the City may have knowledge and regardless of the informalities of notice of such claim, arising out of the performance of this contract, provided the City has theretofore given notice of receipt of such claim to the Contractor and the Contractor has failed to act thereon.

**(COK GSP)**

**1-07.17 Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

The City will assume responsibility for obtaining locates. If Contractor becomes responsible for locates during the project, the following shall apply:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense.

No excavation shall begin until all known facilities in the vicinity of the excavation area have been located and marked.

The Contractor shall give advance notice to all utility companies involved where work is to take place and in all other respects comply with the provisions of Chapter 19.122 RCW. Notice shall include, but not be limited to, the following utility companies:

1. Water, sewer, storm, streets – minimum two working days in advance
2. Power (Electric and Natural Gas) – minimum 48 hours in advance
3. Telephone – minimum 30 days in advance
4. Natural Gas – minimum 48 hours in advance
5. Cable Television – minimum 48 hours in advance
6. Transit – minimum 21 days in advance

The following is a list of some utilities serving the Kirkland area. This is not intended or represented to be a complete list and is provided for the Contractor's convenience.

Utility	Agency/Company	Address	Contact	Phone
Water	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Greg Neumann	(425) 587-3900
Sewer / Storm Drainage	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Bobbi Wallace	(425) 587-3900
Water / Sewer (North area of Kirkland)	Northshore Utility District	6380 NE 185th St Kenmore, WA 98028	George Matote	(425) 398-4400
Street	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	John Hopfauf	(425) 587-3900
Natural Gas / Electric	Puget Sound Energy	P.O. Box 97034 EST-11W Bellevue, Washington 98009-9734	Kelly Purnell	(425) 462-3488
Telephone/ FIOS	Frontier Communications		Jay Schwab	(425) 263-4035
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Jeff Buris	425-244-5088
School District Transportation	Lake Washington School District	15212 NE 95th St Redmond, WA 98052	Beth Brock Jeff Miles	(425) 882-5147 (425) 882-5120
Transit	King County METRO	MS SVQ-TR-0100 1270 6th Ave S Seattle, WA 98134	METRO Construction Information Center	(206) 684-2732

Note that most utility companies may be contacted for locations through the "One Call" system, 1-800-424-5555. In the event of a gas emergency, call 911 and then the PSE hotline at 1-888-225-5773 (1-888-CALL-PSE).

The Contractor shall coordinate the work with these utilities and shall notify the Engineer in advance of any conflicts affecting the work schedule. The utility companies shall witness or perform all shutdowns, connections or disconnections.

Wherever in the course of the construction operation it becomes necessary to cause an outage of utilities, it shall be the Contractor's responsibility to notify the affected users not less than twenty-four (24) hours in advance of the creation of such outage. The Contractor shall make reasonable effort to minimize the duration of outages.

The Contractor shall be responsible for any breakage of utilities or services resulting from its operations and shall hold the City and its agents harmless from any claims resulting from disruption of, or damage to, same.

**(COK GSP)**

**1-07.17(2) Utility Construction, Removal or Relocation by Others**

Section 1-07.17(2) is supplemented with the following:

Under no circumstances will discrepancies in location or incompleteness in description of existing utilities or improvements, whether they are visible from the surface, buried, or otherwise obscured, be considered as a basis for additional compensation to the Contractor.

**(January 24, 2011 APWA GSP)**

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

Delete this section in its entirety, and replace it with the following:

### **1-07.18(1) General Requirements**

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. 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 Final Completion 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 insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. 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.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. 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.
- J. 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 Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- 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, whether primary, excess, contingent or otherwise, 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(3) describes limits lower than those maintained by the Contractor.

**1-07.18(3) Subcontractors**

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

**1-07.18(4) Evidence of Insurance**

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. The certificate and endorsements must conform to the following requirements:

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. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

**1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. 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 shall be the responsibility of the Contractor.

**1-07.18(5)A Commercial General Liability**

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)

Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$1,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000 Each Accident  
\$1,000,000 Disease - Policy Limit  
\$1,000,000 Disease - Each Employee

**1-07.18(5)B Automobile Liability**

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

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

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

**1-07.23 Public Convenience and Safety**

Section 1-07.23 is supplemented with the following:

**(COK GSP)**

No road or street shall be closed to the public except as permitted in these plans and specifications or with the approval of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Provision shall be made by the Contractor to ensure the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, and storm sewer facilities throughout the project. Temporary interruption of service will be allowed only with the permission of the Engineer.

The Kirkland Police Department and Kirkland Fire Department shall be notified at least four (4) hours in advance of any actions by the Contractor that may affect the functions of either the Police Department or Fire Department.

The Contractor shall conduct its work and take preventative measures so that dust or other particulate matter in the project area shall not become objectionable to the adjacent property owners or general public. Should the Owner determine the Contractor is not fulfilling its obligation in this regard; the Owner reserves the right to take such action as may be necessary to remedy the objectionable condition and to charge the Contractor with any cost that may be incurred in such remedial action. All work shall be carried on with due regard for the safety of the public. No driveway, whether public, commercial, or private, may be closed without prior approval of the Owner, project supervisor, or Engineer unless written authority has been given by the affected property owner. The Contractor shall be responsible for notifying the affected property owners 24 hours in advance of scheduled interruptions to access.

**(October 1, 2005 APWA GSP)**

**1-07.23(1) Construction Under Traffic**

Revise the second paragraph to read:

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

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

**(COK GSP)**

**Pedestrian Control and Protection**

When the work area encroaches upon a sidewalk, walkway or crosswalk area, special consideration must be given to pedestrian safety. Maximum effort must be made to separate pedestrians from the work area. Protective barricades, fencing, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe and well defined. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Footbridges shall be safe, strong, free of bounce and sway, have a slip resistant coating, and be free of cracks, holes, and irregularities that could cause tripping. Ramps shall be provided at the entrance and exit of all raised footbridges, again to prevent tripping. Adequate illumination and reflectorization shall be provided during hours of darkness. All walkways shall be maintained with at least 4 feet clear width.

Where walks are closed by construction, an alternate walkway shall be provided, preferably within the planting strip.

Where it is necessary to divert pedestrians into the roadway, barricading or channeling devices shall be provided to separate the pedestrian walkway from the adjacent vehicular traffic lane. At no time shall pedestrians be diverted into a portion of a street used concurrently by moving vehicular traffic.

At locations where adjacent alternate walkways cannot be provided, appropriate signs shall be posted at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.

Physical barricades shall be installed to prevent visually impaired people from inadvertently entering a closed area. Pedestrian walkways shall be wheelchair accessible at all times. Pedestrian access shall be maintained to all properties adjacent to the construction site.

## **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

**(May 25, 2006 APWA GSP)**

### **1-08.0 Preliminary Matters**

Add the following new section:

**(October 10, 2008 APWA GSP)**

#### **1-08.0(1) Preconstruction Conference**

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

1. To review the initial progress schedule;
7. To establish a working understanding among the various parties associated or affected by the work;
8. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
9. To establish normal working hours for the work;
10. To review safety standards and traffic control; and
11. To discuss such other related items as may be pertinent to the work.

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

1. A breakdown of all lump sum items;
2. A list of material sources for approval if applicable.

**(COK GSP)**

#### **1-08.0(2) Hours of Work**

Except in the event of an emergency, no work shall be done between the hours of 6:00 p.m. and 7:00 a.m., or weekends (except driveway construction), or holidays observed by the City of Kirkland and identified in Section 1-08.5 of the Standard Specifications. If the proper and efficient prosecution of the work requires operations during the night, hours of operation more than 8 hours per day, or work weeks greater than 40 hours in duration, the written permission of the Owner shall be obtained before starting such items of the work and shall be in full compliance with terms therewith.

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non Federal aid projects; considering the work performed on Saturdays and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Assistants may include, but are not limited to, survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

Add the following new section:

***(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)***

**1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**

Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector will be present, and a survey crew may be required at the discretion of the Engineer. In such case, the Contracting Agency may deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time costs for employees of the Contracting Agency required to work overtime hours.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

**1-08.1 Subcontracting**

***(COK GSP)***

Section 1-08.1 is supplemented with the following:

A Subcontractor or an Agent to the Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (form 421-012).
2. Statement of Intent to Pay Prevailing Wages (Form 700-029-000).

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Department during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and Agents shall be open to similar inspection or audit for the same period.

**(June 27, 2011 APWA GSP)**

**1-08.4 Prosecution of Work**

Delete this section in its entirety, and replace it with the following:

**1-08.4 Notice to Proceed and Prosecution of Work**

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

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

**(June 28, 2007 APWA GSP, Option B)**

**1-08.5 Time for Completion**

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (Federal-aid Projects)
  - b. Material Acceptance Certification Documents
  - c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Property owner releases per Section 1-07.24

**(COK GSP)**

Section 1-08.5 is supplemented with the following:

This project shall be physically completed in its entirety within 10 working days. The City retains the option to award an additional amount of working days up to a maximum of 5 days. The City does not warrant or guarantee that any additional days will be awarded.

**(October 1, 2005 APWA GSP)**

**1-08.7 Maintenance During Suspension**

Revise the second paragraph to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

**(COK GSP)**

**1-08.9 Liquidated Damages**

The third paragraph of Section 1-08.9 is revised to read as follows:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming to the Contractor.

**LIQUIDATED DAMAGES FORMULA**

For C > \$50,000 → LD = 0.15 × C ÷ T, and  
For C ≤ \$50,000 → LD = 0.30 × C ÷ T.

Where:

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

**(March 13, 2012 APWA GSP)**

**1-08.9 Liquidated Damages**

Revise the fourth paragraph to read:

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

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.2 Weighing Equipment**

**(COK GSP)**

#### **1-09.2(1) General Requirements for Weighing Equipment**

The last paragraph of Section 1-09.2 is supplemented with the following:

#### **Trucks and Tickets**

All tickets shall, at a minimum, contain the following information:

7. Ticket serial number
8. Date and hour of weighing
9. Weigher's identification

Duplicate tally tickets shall be prepared to accompany each truckload of materials delivered to the project.

It is the responsibility of the Contractor to see that tickets are given to the Inspector on the project for each truckload of material delivered. Pay quantities will be prepared on the basis of said tally tickets, delivered to the Inspector at time of delivery of materials. Tickets not collected at the time of delivery will not be honored for payment.

**(October 10, 2008 APWA GSP)**

#### **1-09.6 Force Account**

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency 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.

**(March 13, 2012 APWA GSP)**

#### **1-09.9 Payments**

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

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

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

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

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

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

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

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

**(COK GSP)**

Unless otherwise agreed to by both parties, the work period shall coincide with the calendar month. A check will be mailed or made available to the Contractor no later than thirty (30) days following the last day of the work period.

**1-09.13 Claims Resolution**

**(COK GSP)**

**1-09.13(3) Claims \$250,000 or Less**

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, **provided Contracting Agency agreed to engage such ADR processes**, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

**(October 1, 2005 APWA GSP)**

**1-09.13(3)A Administration of Arbitration**

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

**1-10 TEMPORARY TRAFFIC CONTROL**

Delete the entire section and revise to read:

The Contracting Agency will provide all tools, labor, signs, equipment, and any other items necessary for project temporary traffic control.

**END OF DIVISION 1**

DRAFT