



CITY OF KIRKLAND

INVITATION FOR BIDS

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at 3:00 pm local time on January 28, 2013 for the project hereinafter referred to as:

Box Culvert Sections and Junction Structures for Totem Lake Twin 42-Inch Culvert Replacement Project JOB NO. 06-13-PW

At said time all bids will be opened and publicly read aloud. Incomplete proposals and proposals received after the time stated above will not be considered. Faxed responses are not acceptable.

The work to be performed under these specifications consists of furnishing Box Culvert Sections and Junction Structures to the City of Kirkland at an estimated total cost range of \$390,000 to \$510,000.

The City will not sell bid packages. Bid documents and addenda may be viewed and obtained online at www.kirklandwa.gov. Under "Most Requested", click on: "City Purchasing". This will take you to the "Doing Business with the City" webpage where current City projects are posted.

Questions regarding this project shall be submitted in writing to Noel Hupprich, Project Engineer, at nhupprich@kirklandwa.gov. Questions via phone will not be accepted. Bidders shall submit questions no later than January 22, 2013.

The City reserves the right to reject any and all bids, and to waive any informalities in the bidding, and to make the award to the lowest, responsive, responsible bidder as best serves the interests of the City.

No bids may be withdrawn within forty-five (45) days after the actual date of the bid opening.

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

Published: Daily Journal of Commerce – January 14 and January 21, 2013

BACKGROUND ON THE CITY OF KIRKLAND: The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of approximately 82,000. The City of Kirkland employs 450 full-time employees and additional seasonal staff. Additional information about the City of Kirkland is available at www.kirklandwa.gov.

PLANNED PURCHASE: The City plans on ordering all concrete box culvert sections and junction structures soon after the award of contract tentatively scheduled for February 19, 2013.

TENTATIVE SCHEDULE OF EVENTS:

IFB issued	January 14, 2013
Questions due	January 22 at 4:00 pm Pacific Time
Answers Issued	January 23
Bids due	January 28 at 3:00 pm Pacific Time
Anticipated Award	February 19

QUESTIONS REGARDING THIS IFB: ALL questions must be submitted in writing (Email is preferred). Questions and answers will be forwarded to all proposing suppliers who provide contact information. In order to make information available to all proposing suppliers, no questions will be entertained after 4:00 pm on January 22.

Questions regarding the specifications must be addressed to Noel Hupprich, Project Engineer, at nhupprich@kirklandwa.gov

Questions regarding the bidding process must be submitted to Barry Scott, Purchasing Agent at bscott@kirklandwa.gov.

Questions may be mailed to either party at City of Kirkland, 123 5th Ave, Kirkland, WA 98033.

DISTRIBUTION OF BID DOCUMENT AND ADDENDA: This IFB can be downloaded directly from the City of Kirkland's website at www.kirklandwa.gov (Click on "City Purchasing" under "Most Requested".) Those who wish to automatically receive any addenda or a notice of cancellation should provide contact information by emailing Barry Scott, Purchasing Agent, at bscott@kirklandwa.gov. Those who choose not to submit contact information will be solely responsible for monitoring the City's website for any addenda or a notice of cancellation.

BID PREPARATION: Firms submitting bids shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

SUBMISSION OF PROPOSALS: All bid proposals must be received no later than **3:00 pm Pacific Time on January 28, 2013**. Bids must be signed by an authorized company representative and submitted in a sealed envelope. Bids must be addressed to:

City of Kirkland
Attn: Barry Scott, Purchasing Agent
IFB No. 06-13-PW
123 5th Ave
Kirkland, WA 98033

It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received **no later than 3:00 pm** on the due date. Proposals received after the deadline will not be considered for award of contract.

EVALUATION PROCESS: This is an Invitation for Bids for a specific items and our intent is to award the contract to the responsible supplier that submits the lowest responsive bid.

CONTRACT: The contract shall consist of the following documents: The Invitation for Bids (IFB), the accepted bid, performance and payment bond for a value of 100% of the contract amount, any purchase orders issued by the City and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

COMPLIANCE WITH LAWS: The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

The State of Washington prevailing wage rates for King County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries.

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wage rate for public works contracts are published on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. The prevailing wage rates in effect on the bid opening date are the prevailing wage rates that apply to the project, no matter how long it lasts, unless the contract is awarded more than six months after the bids were due. For those contracts where award was delayed more than six months, the prevailing wage rate in effect on the date of the award shall apply for the duration of the contract.

NONCOLLUSION: The supplier must certify that their firm has not entered into any

agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Invitation for Bids. Supplier is to complete the attached Noncollusion affidavit and submit it with the proposal.

PAYMENT TERMS: Net 30 days after delivery, acceptance and receipt of invoice.

FREIGHT TERMS: Quoted price shall include delivery to designated locations. Shipping will be FOB destination and include delivery.

STANDARD SPECIFICATIONS

The term "Standard Specifications" refers to 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).

BOX CULVERT SECTIONS

Concrete box culvert sections shall be precast reinforced concrete, 8-foot span and 3-foot rise-4-sided monolithic boxes. Box culvert sections shall consist of those of a standard laying length having perpendicular ends, and special pieces including bends, and sections having beveled and/or mitered ends, sections fitted with risers, sections having penetrations or taps to receive pipe connections, and sections of special non-standard length. Box culvert sections shall not be coated internally or externally with any substance. The use of a coating shall be cause for rejection of all box culvert sections so coated.

Monolithic box culvert sections shall conform to ASTM C1577 except as otherwise and as additionally specified in these specifications or on the Drawings. The following design criteria values shall be used instead of those specified in ASTM C1577:

Soil Data: Ratio of Lateral to Vertical Pressure from Weight of Earth = 0.5

Dead loads shall be calculated based on the typical section shown on the Drawings.

Segment 1 box culvert sections under 120th Avenue NE shall be designed to accommodate the vertical force generated by a single drum dynamic compactor having a static weight of 28,000 pounds, and an 84-inch wide drum, and producing a centrifugal force (dynamic force) of 63,000 pounds, operating on gravel borrow material at a height of 2 feet above the top of the box culvert. It shall be assumed that the compactor operates at an orientation perpendicular to the alignment of the box culvert with the force applied over the center of the top of the box culvert. The total dynamic force shall be assumed to be applied evenly across an 84-inch compactor drum width.

Risers shall be 48-inch diameter and composed of precast reinforced concrete manhole components conforming to Section 7-05 of the Standard Specifications.

Manhole frames and covers shall be cast iron 24-inch conforming to City of Kirkland Preapproved Standard Plan No. CK-D.18 (Attached).

Provide internal sealant material for box culvert joints. Sealant shall be Trelleborg Engineered Solutions, Park Hills, MO; NPC Bidco C-56, Hamilton Kent, Sparks, NV; Kent-Seal No. 2, or approved equal. Provide external wrap for all box culvert joints. External wrap material shall be Sealing Systems, Inc., Loretto, MN; Gator Wrap, Trelleborg Engineered Solutions, Park Hills, MO; NPC External Joint Wrap, Crete Specialty Products, Waukesha, WI; Crete Wrap, or approved equal.

Provide joint restraint as shown in the detail Joint Restraint on the Drawings for three box culvert section joints at the Segment 1 Inlet, for three box culvert section joints at the Segment 3 Inlet, and for three box culvert section joints at the Segment 3 Outlet.

JUNCTION STRUCTURES

Segment 1 Junction Structure and Segment 3 Junction Structure as shown on the Drawings shall be precast concrete vaults consisting of precast reinforced concrete components that are assembled at the site to form the completed vaults. In the event of conflict between or among referenced standards, the most stringent requirements shall govern. Precast concrete vaults shall conform to referenced standards except as otherwise or as additionally specified in these specifications or on the Drawings.

Deformed Bars shall conform to ASTM A615/A615M, Grade 60. Welded Wire Fabric: shall conform to ASTM A497/A497M

Precast concrete vaults shall be designed using the same design procedure and parameters as the box culvert sections.

Design shall accommodate additional stresses or loads which may be imposed during factory precasting, transporting, erection, and placement.

Provide blockouts for penetrations shall be as shown on Drawings.

Sealant for joints shall be nonswelling preformed joint sealant to provide a lasting, watertight, joint. Sealant material shall be as specified for box culvert section joints.

Each junction structure component shall be marked to indicate the location in the structure, top surface, date of fabrication, and if necessary, the order of assembly.

No lining or coating will be required.

SUBMITTALS

At a minimum the following submittals are required:

1. Shop Drawings, Design Calculations, Handling Instructions, and Delivery Data for the Segment 1 and Segment 3 box culvert sections. Information for Segment 1 and Segment 3 box culvert sections may be submitted as a single submittal or in separate submittals for each segment.

2. Shop Drawings, Design Calculations, Handling Instructions, and Delivery Data for the junction structures. Information for Segment 1 Junction Structure and Segment 3 Junction Structure may be submitted as a single submittal or in as separate submittals for each structure.
3. Revised Laying Plan for the confirmed Segment 1 alignment and any associated Shop Drawings, Design Calculations, Handling Instructions, and Delivery Data.
4. Results of testing specified in referenced standards that demonstrate that specified design criteria have been met.

Shop Drawings

Within 10 days of receiving notice to proceed, the Supplier shall submit Shop Drawings, which shall include, but not be limited to, laying plans and details of standard box culvert sections, details of junction structures, box culvert laying plans, and junction structure component and assembly drawings. Dimensions and other pertinent information shall be shown. The locations of penetrations and taps for pipe connections may be changed up to 1.5 feet from the locations shown on the Drawings to avoid conflict with box culvert section joints. The locations of risers may be changed from the locations shown on the Drawings to avoid conflict with box culvert section joints.

The Supplier shall submit separate laying plans for Segment 1 and Segment 3. The laying plans shall show the location of each box culvert section, with each numbered or otherwise designated in sequence. All penetrations or laps and bends shall be made up into special lengths so that when installed, they will be located as shown on the Drawings. In addition to the markings specified in ASTM C1577 the laying plan sequence number or other designation shall be marked on the outside and inside of each box culvert section. Box culvert sections shall be furnished in accordance with the reviewed laying plan.

The Segment 1 replacement culvert must closely follow the same alignment as the existing twin 42-inch culvert. The alignment of the existing culvert must be confirmed by Owner's installation contractor completing exploratory excavations and other work to expose the existing culvert. The locations of the Junction Structure and the Inlet are fixed but the location of the bend may change slightly from that shown on DWG NO. PP-01. A revised DWG NO. PP-01 showing the confirmed alignment will be provided to the Supplier by the Owner no later than June 1, 2013. Within 5 days of receiving the confirmed alignment, the Supplier shall submit a revised laying plan for the confirmed alignment.

With return of Supplier's original approved Segment 1 laying plan and prior to confirmation of the Segment 1 alignment, Owner will specify using the designations show on the original approved Segment 1 laying plan which Segment 1 box culvert sections may be produced prior to the confirmed alignment.

Shop Drawings shall be complete detailed working drawings of the standard box culvert sections and for the junction structures.

Owner's review of Supplier's Shop Drawings shall not relieve Supplier of any responsibility for accuracy of dimensions and details.

Design Calculations

Submit complete design calculations for box culvert sections and junction structures showing complete conformance with these specifications. Design calculations shall be stamped and signed by a professional engineer registered in the State of Washington.

Handling Instructions

Provide written instructions for lifting, handling, transporting, and storing the box culvert sections and junction structure components. Instructions shall include, but not be limited to, the correct slings, lifting and support points, weights, and procedures to be used.

Delivery Data

Submit information such as the number of box culvert sections and junction structure components, and combinations thereof, per truck load.

Submittal Procedure

Six copies of each submittal are required. Electronic submittal via email will be accepted in lieu of the specified number of hardcopies. Supplier shall be responsible for ensuring that submittals meet the specified requirements and that the information is complete and accurate. For each submittal the Owner will review the original submittal and the first resubmittal at no cost to the Supplier. Costs incurred by the Owner for reviews after the first resubmittal review shall be immediately due and collectable from the Supplier, and the Owner shall have the right to deduct any or all of such costs from any monies that are due, or that may become due, Supplier.

Submittals shall be accompanied by a transmittal form provided by the Owner. A separate form shall be used for each submittal.

Time for review shall commence on Owner's receipt of submittal. Owner will act upon Supplier's submittal and transmit response to Supplier, not later than 10 working days after receipt. Supplier shall provide Owner 5 working days advanced notice of each submittal. The time for Owner's review will not begin until the date stated in the advance notice or the date Owner receives the submittal, whichever is later. If the submittal is received after the date stated in the advance notice or no advance notice is provided, the time allowed for the Owner's review shall be increased by 5 working days. Resubmittals shall be subject to same review time requirements and restrictions as original submittals.

Clearly identify in resubmittals each correction or change made to the previous submittal.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each submittal. Original submittal numbers shall have the format "XXX"; where "XXX" is the sequential number assigned by the Supplier. Resubmittals shall have the format "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example would be the second resubmittal of submittal 25.

Owner will return an entire submittal for Supplier's revision if preliminary review deems it incomplete. The following, without limitation, will be cause for a submittal to be deemed incomplete:

- a. There are an insufficient number of copies.
- b. Specified information is obviously missing.

Owner will review, mark, and stamp each submittal as appropriate, and take one of the following actions.

1. Approved:
 - a. If from the review it appears that the material, equipment, or work method complies with the Specifications and Drawings, the submittal will be marked "Approved."
 - b. Products and work covered by the submittal may be incorporated or implemented, respectively.
 - c. Owner will retain three copies and remaining copies (or 1 copy via email) returned to Supplier, appropriately annotated.
2. Approved as Noted:
 - a. If from the review it is determined that limited corrections are required, the submittal will be marked "Approved as Noted."
 - b. Products and work covered by the submittal may be incorporated or implemented, respectively, in accordance with Owner's notations.
 - c. Owner will retain three copies and remaining copies (or 1 copy via email) returned to Supplier, appropriately annotated.
3. Partial Approval, Resubmit as Noted:
 - a. If from the review it is determined that the submittal is insufficient, contains incorrect data, and that more than limited corrections are required, the submittal will be marked "Partial Approval, Resubmit as Noted."
 - b. Make corrections or obtain missing portions, and resubmit.
 - c. Except for portions indicated, products and work covered by the submittal may be incorporated or implemented, respectively, in accordance with Owner's notations.

- d. Owner will retain three copies and remaining copies (or 1 copy via email) returned to Supplier, appropriately annotated.
4. Revise and Resubmit:
- a. If from the review it is found that the submittal is insufficient or that the material, equipment, or work method does not comply with the Specifications and Drawings, the submittal will be marked "Revise and Resubmit."
 - b. Make corrections or obtain missing portions in accordance with Owner's notations, and resubmit.
 - c. Products and Work covered by the submittal may not be incorporated or implemented, respectively.
 - d. Owner will retain three copies and remaining copies (or 1 copy via email) returned to Supplier, appropriately annotated.

The same procedures shall be followed for resubmittals as for the original submittal.

DELIVERY

Box culvert sections and junction structure components shall be delivered in at least two or more lots to one or more locations within 5 miles of the project location, which is 12500 Totem Lake Boulevard NE, Kirkland, WA 98034, USA. All deliveries will be between June 1, 2013 and September 15, 2013. Deliveries shall be made as requested by Owner's Installation Contractor. Owner's Installation Contractor will provide Supplier at least 14 calendar days prior notice of the required date, delivery location, and the box culvert sections and junction structure components, specified using the designations on Supplier's approved box culvert laying plans and junction structure component and assembly drawings, to be included in each lot. Except for the final lot, lots will be defined, based on Delivery Data submitted by Supplier, to consist of one or more full truckloads.

All Segment 3 box culvert sections, and all Segment 1 box culvert sections that Owner specifies may be produced prior to Segment 1 alignment confirmation shall be produced and stored to enable delivery as specified above. The remaining Segment 1 box culvert sections shall be produced and stored to enable delivery as specified above by July 1, 2013.

INSPECTION AND ACCEPTANCE

Owner, Supplier, and Owner's installation contractor shall jointly inspect the box culvert sections and junction structure components when they arrive at the delivery location before they are unloaded. Damage or other defects discovered during the inspection shall be listed on an acceptance certificate that Owner, Supplier, and Owner's installation contractor shall sign immediately upon completion of the inspection. By signing the acceptance certificate, Supplier agrees to accept responsibility for the listed damage or other defects and to proceed to immediately repair the damage or other

defects or to replace the box culvert section or junction structure component. By signing the acceptance certificate, Owner's installation contractor agrees to accept responsibility for all damage or defects that are subsequently discovered. By signing the acceptance certificate, Owner agrees to accept for payment the box culvert sections and junction structure components not listed on the acceptance certificate as requiring repair or replacement by Supplier. Each truckload of box culvert sections and junction structure components will be inspected separately and an acceptance certificate prepared and signed for each load. Supplier may either remove unacceptable box culvert sections and junction structure components from the delivery location or, if agreed to by Owner's installation contractor, may repair the damage or other defects at the delivery location. Owner's installation contractor shall immediately unload acceptable box culvert sections and junction structure components, and box culvert sections and junction structure components that will be repaired by Supplier at the delivery location immediately after the acceptance certificate for that truckload has been signed by Owner, Supplier, and Owner's installation contractor. Repaired and replaced box culvert sections and junction structure components shall be inspected in accordance with the procedure specified above.

Acceptance by Owner and Owner's Installation Contractor will be based on visual inspection of the items and will not relieve Supplier of responsibility for defects that cannot be detected by visual inspection.

RESPONSIBILITY FOR DELAY

The project, Totem Lake Twin 42-Inch Culvert Replacement, for which the box culvert sections and junction structure components are required, is subject to rigid schedule requirements and constraints imposed by environmental and other permits obtained for the project and to reduce impacts on businesses and the public. Failure of Supplier to produce and deliver the box culvert sections and junction structure components as specified could cause Owner to incur additional costs, including but not limited to, fines and claims by Owner's installation contractor. Supplier shall pay Owner the amount of all fines, claims, and other costs incurred by Owner resulting from Supplier not producing and delivering the box culvert sections and junction structure components as specified. These amounts shall be due and payable by Supplier immediately upon the costs being incurred by Owner. Owner may deduct the amounts of such costs, or any part thereof, from monies that are due or that may become due Supplier under this purchase contract.

ATTACHMENTS

Drawings:

DWG No. PP-01 – Materials Purchase Segment 1 Plan and Profile

DWG No. PP-02 – Materials Purchase Segment 3 Plan and Profile

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DWG No. PP-03 – Materials Purchase Detail Plans and Sections

DWG No. PP-04 – Materials Purchase Segment 1 Junction Structure

DWG No. PP-05 – Materials Purchase Segment 3 Junction Structure

City of Kirkland Preapproved Standard Plan No. CK-D.18, 24" Manhole Frame w/
Locking Cover

Sample Acceptance Certificate

BID PROPOSAL
Box Culvert Sections and Junction Structures
for Totem Lake Twin 42-Inch Culvert Replacement Project
JOB NO. 06-13-PW

Bid proposal must be signed and submitted with other proposal items. Bid must be marked for Job No. 06-13-PW and delivered to: City of Kirkland, Attn: Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

Bid proposal must be delivered to the Purchasing Agent no later than 3:00 pm, January 28, 2013.

Having carefully examined the Invitation for Bids and Specifications, the undersigned proposes to furnish **Box Culvert Sections and Junction Structures for Totem Lake Twin 42-Inch Culvert Replacement Project** in compliance with the above specifications for the amount set forth below.

Item Description	Qty	Unit Price	Extended Price
SEGMENT1: 8-FOOT-SPAN BY 3-FOOT RISE CONCRETE BOX CULVERT SECTION	361 LF	\$	\$
SEGMENT3: 8-FOOT-SPAN BY 3-FOOT RISE CONCRETE BOX CULVERT SECTION	372 LF	\$	\$
ADDITIONAL COST FOR BEVELED END ON 8-FOOT-SPAN BY 3-FOOT RISE CONCRETE BOX CULVERT SECTION	2 EA	\$	\$
ADDITIONAL COST FOR BEVELED AND MITERED END ON 8-FOOT-SPAN BY 3-FOOT RISE CONCRETE BOX CULVERT SECTION	1 EA	\$	\$
ADDITIONAL COST FOR MITERED END ON 8-FOOT-SPAN BY 3-FOOT RISE CONCRETE BOX CULVERT SECTION	2 EA	\$	\$
ADDITIONAL COST FOR BEND ON 8-FOOT-SPAN BY 3-FOOT RISE CONCRETE BOX CULVERT SECTION	1 EA	\$	\$
JUNCTION STRUCTURE 1	1 EA	\$	\$
JUNCTION STRUCTURE 2	1 EA	\$	\$
48-INCH DIAMETER RISER	2 EA	\$	\$
24-INCH FRAME AND COVER	2 EA	\$	\$
SUM OF EXTENDED PRICES			\$
Washington State Sales Tax on Sum of Extended Prices (9.5%)			\$
TOTAL			\$

Receipt of Addenda No. _____ is hereby acknowledged.

Name of Company: _____

Street Address: _____

City, State, Zip: _____

Printed Name & Title: _____

Signature: _____ Date: _____

CITY OF KIRKLAND INVITATION FOR BIDS
Box Culvert Sections and Junction Structures
for Totem Lake Twin 42-Inch Culvert Replacement Project
JOB NO. 06-13-PW

STATEMENT OF SUPPLIER'S QUALIFICATIONS

Each supplier shall provide the following information along with their proposal.

1. Company: _____
2. Business Address:

3. Business Phone: _____ Fax: _____
4. How many years have you been engaged in business under the present firm name?
5. List recent projects completed by your company, including contracting agency type of work and approximate cost: (Provide at least three contract references with phone numbers.)
 - (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
 - (5) _____
6. Bank references: _____
7. State of Washington Registration No.: _____
8. Federal Tax Identification No.: _____
9. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of services to the City of Kirkland should I become the successful bidder.

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

Return this form with your bid proposal by 3:00 pm on January 28, 2013

NONCOLLUSION AFFIDAVIT
Box Culvert Sections and Junction Structures
for Totem Lake Twin 42-Inch Culvert Replacement Project
JOB NO. 06-13-PW

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvements described as follows for the City of Kirkland:

Box Culvert Sections and Junction Structures for Totem Lake Twin 42-Inch Culvert Replacement Project

FIRM NAME

AUTHORIZED SIGNATURE

Sworn to before me, this _____ day of _____, 2013.

Notary Public
in and for the State of Washington
Residing at _____

My Commission Expires:

JOINT CERTIFICATE OF ACCEPTANCE

CITY OF KIRKLAND

**BOX CULVERT SECTIONS AND JUNCTION STRUCTURES
FOR TOTEM LAKE TWIN 42-INCH CULVERT REPLACEMENT PROJECT**

Location, Date, and Time: _____

List box culvert sections and special pieces visually inspected and accepted by number shown on the approved laying plan.	
List box culvert sections and special pieces visually inspected and not accepted by number shown on the approved laying plan. Describe defects for each item not accepted on the back of this form.	
List junction structure components visually inspected and accepted by designations shown on approved shop drawings.	
List junction structure components visually inspected and not accepted by designations shown on approved shop drawings. Describe defects for each item not accepted on the back of this form.	

Acceptance by Owner and Owner's Installation Contractor is base on visual inspection of the items and does not relieve Supplier of responsibility for defects not detectable by visual inspection.

OWNER – CITY OF KIRKLAND:

Name and Title
City of Kirkland

Date

Signature

OWNER'S INSTALLATION CONTRACTOR:

Name and Title

Contractor Organization:

Date

Signature

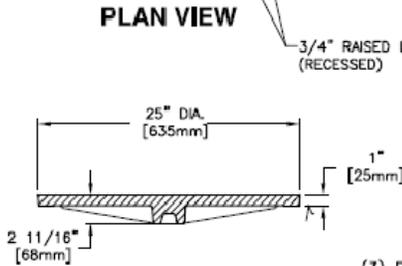
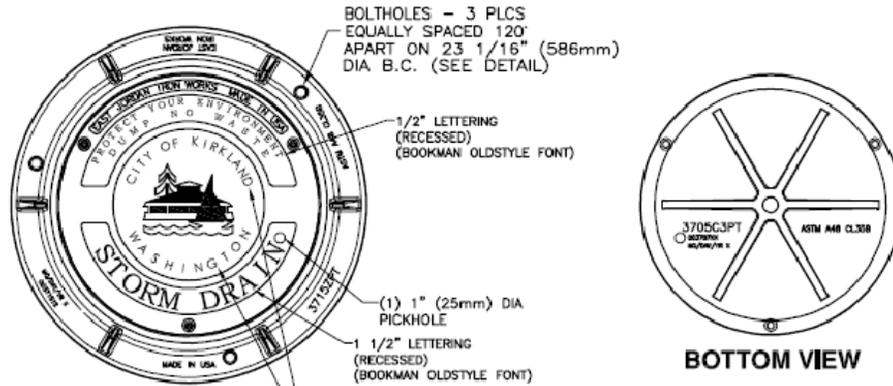
SUPPLIER:

Name and Title

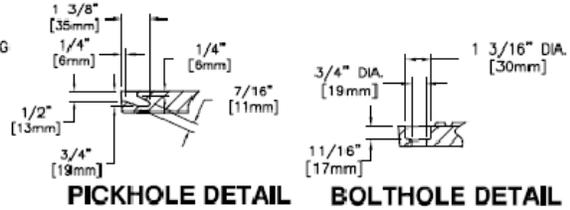
Supplier Organization:

Date

Signature



COVER SECTION



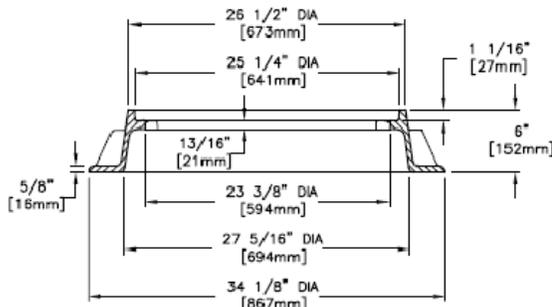
PICKHOLE DETAIL

BOLTHOLE DETAIL

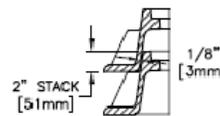
(3) BLT SOC. (ALLEN HEAD)
5/8"-11 X 1.5 SS



BOLT DETAIL



FRAME SECTION



STACKING DETAIL

NOTES:

1. COVERS SHALL BE GRAY IRON, LOCKING, WITH A MINIMUM WEIGHT OF 141 LBS.
2. MINIMUM WEIGHT OF FRAME SHALL BE 134 LBS.
3. PRODUCT SUPPLIED BY EAST JORDAN IRON WORKS, OLYMPIC FOUNDRY, OR APPROVED EQUAL.

CITY OF KIRKLAND	
PLAN NO. CK-D.18	
	<p style="font-size: 1.2em; margin: 0;">24" MANHOLE FRAME W/LOCKING COVER</p>

**CITY OF KIRKLAND PUBLIC WORKS
PERFORMANCE AND PAYMENT BOND
Box Culvert Sections and Junction Structures
for Totem Lake Twin 42-Inch Culvert Replacement Project
JOB NO. 06-13-PW**

Know all men by these presents that _____, as principal, and _____, Company, a corporation organized and existing under and by virtue of the laws of

_____ as surety and licensed to do business within the State of Washington, as surety are held and firmly bound under the City of Kirkland, State of Washington, in the full sum of _____ dollars lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of the obligation are such that

Whereas, the principal has entered into an agreement in writing with the City of Kirkland dated _____, 2013 for the improvements required by the **Box Culvert Sections and Junction Structures for Totem Lake Twin 42-Inch Culvert Replacement Project** contract documents, according to the terms, conditions, and covenants specified in the agreement including all of the contract documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein; and

Whereas, it is understood and a part of the consideration for this obligation that the City of Kirkland shall have the right to sue on this bond in its own name to recover for any loss, injury, damage or liability whatsoever sustained or incurred by it, by reason of any breach of the contract documents, or of any provision in this bond; and

Whereas, suit on this bond, if brought for breach of performance by principal as to a condition hereof (including any condition or performance responsibility incorporated by reference), may be commenced against both the principal and surety as joint and several obligators, with or without prior notice of such breach of performance by principal having been given to surety;

Now, therefore, if the principal shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said contract during the period of the original contract, and any extension thereof that may be granted by the City of Kirkland, with or without notice to the surety, and during the life of any guarantee required under the contract and shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived; and furthermore, shall pay all laborers, mechanics and subcontractors and material suppliers and all persons who shall supply such person or persons, and such principal or subcontractors with the provisions and supplies for the carrying on of such work, shall indemnify and save harmless the City of Kirkland from all cost and damage by

reason of the principal's default or failure to do so and shall pay the State of Washington sales and use taxes and the amounts due said state pursuant to Titles 50 and 51 of the Revised Code of Washington, and shall further indemnify the workmanship or materials entering into any part of the work as defined in the agreement which shall develop or be discovered within one year after the final acceptance of such work, then this obligation shall be null and void, otherwise, to remain in full force and effect; provided, that the provisions of this bond shall not apply to any money loaned or advanced to the principal or any subcontractor or other person in the performance of any such work.

It is further declared and agreed that nothing of any kind or nature whatsoever that will not discharge the principal, shall operate as a discharge or release of liability of the surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

Sealed and dated this _____ day of _____, 2013.

PRINCIPAL:

By: _____
Signature

Print or Type Name

Title: _____

SURETY:

By: _____
Signature

Print or Type Name

Title: _____

Address: _____

Note: If attorney-in-fact signs for surety, a certified copy of the power of attorney must be attached.