

Set No. \_\_\_\_\_

**Specifications, Proposal,  
and Contract Documents for:**

# **Cedar Creek Culvert Replacement Project**

**CIP NO.  
CSD0124**

**Job No. 11-20-PW**



**City of Kirkland  
Department of Public Works  
123 Fifth Avenue  
Kirkland, Washington 98033**



**CITY OF KIRKLAND  
DEPARTMENT OF PUBLIC WORKS**

**CEDAR CREEK CULVERT REPLACEMENT PROJECT  
CIP NO. CSD0124  
JOB NO. 11-20-PW**

***Certificate of Engineer:***

The Special Provisions and drawings contained herein have been prepared by or under the direction of the undersigned, whose seal as a Professional Engineer licensed to practice In the State of Washington, is affixed below.



James McPherson, P.E.  
Project Manager

***Approved for Construction:***

A handwritten signature in black ink, appearing to read "Rod Steitzer", written over a horizontal line.

**Rod Steitzer, P.E.**  
Capital Project Manager



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# INVITATION TO BID



**City of Kirkland**

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## **INVITATION TO BID**

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 5th Avenue, Kirkland, Washington, at 10:00 AM, local time on April 7, 2020, for the project hereinafter referred to as:

### **CEDAR CREEK CULVERT REPLACEMENT PROJECT JOB NO. 11-20-PW**

At said time all bids will be opened and publicly read aloud. Each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check or surety bond made payable to the City of Kirkland for a sum of not less than five percent (5%) of the total bid amount. No bid shall be considered unless accompanied by such bid proposal deposit. 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 all labor, tools, materials, and equipment necessary for construction of the **Cedar Creek Culvert Replacement Project**. Specific work includes, but is not limited to, replacing the existing 36" concrete culvert with a 4-sided precast concrete culvert with a minimum interior width of 14 feet and interior height of 8 feet. Associated improvements include embankment, retaining walls, protection of utilities (storm drain, water main, gas, telecom and sanitary sewer) in place and stream channel restoration in the vicinity of the culvert. The estimated cost for this project is in a range of \$1,400,000 to \$2,000,000.

The City will not sell bid packages. Plans, specifications, and addenda may be viewed and obtained online at [www.bxwa.com](http://www.bxwa.com). Click on: "Posted Projects"; "Public Works"; "City of Kirkland". The Bidders List is maintained by the Builder's Exchange of Washington, Inc.

Registration for the bidder's list may be made online, by phoning (425) 258-1303, or at Builder's Exchange of Washington located at 2607 Wetmore Ave, Everett, WA.

Questions regarding this project shall be submitted in writing to the Project Engineer, Laura Drake via fax (425) 587-3844. Questions via phone or email will not be accepted. Bidders shall submit questions no later than 10:00 a.m. on March 31, 2020.

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.

Greg Piland  
Purchasing Agent

First Publication: March 18, 2020

Second Publication: March 24, 2020

# **GENERAL INFORMATION, PROPOSAL & CONTRACT**



**City of Kirkland**

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**CITY OF KIRKLAND**  
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**CITY OF KIRKLAND  
INFORMATION FOR BIDDERS**

Bidders must bid on all items contained in the proposal.

The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

Submit your proposal on the Bid Proposal and other forms which are enclosed or make a copy of the required forms and submit these documents.

**The following forms must be executed in full with submittal of the bid:**

1. BIDDER RESPONSIBILITY CRITERIA CHECKLIST
2. SUBCONTRACTOR RESPONSIBILITY CRITERIA CHECKLIST
3. PROPOSAL  
The lump sum or unit prices must be shown in the spaces provided on the bid schedule.  
Show total bid price in both words and figures on the Proposal.  
The Proposal form must be completed in full, signed and dated.
4. BID BOND  
A surety issued bid bond must be executed by the bidder and its surety company. The amount of the bid bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. (A cashier's check payable to the City of Kirkland and issued for an amount not less than 5% of the total bid may be submitted in lieu of a bid bond.)
5. NONCOLLUSION AFFIDAVIT - Notarized
6. STATEMENT OF BIDDER'S QUALIFICATIONS  
This form must be filled in and signed. The owner reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.
7. SUBCONTRACTOR IDENTIFICATION LIST  
This form must be completed for HVAC, plumbing, and electrical subcontractors if the estimate exceeds \$1,000,000.
8. CULVERT SUPPLIER COMMITMENT LETTER  
The bidder shall provide a letter of commitment from their culvert supply company stating that said company guarantees to provide the specified culvert in a time frame that allows the Contractor to complete the culvert installation between July 1, 2020 and August 31, 2020 while maintaining compliance with Section 1-07.23(3) Closures, herein. The letter shall be signed by an officer of the precast company that is authorized to enter into contracts on behalf of said company.

**The following forms are to be executed after the contract is awarded:**

1. CONTRACT  
This agreement is to be executed by the successful bidder.
2. PERFORMANCE AND PAYMENT BOND  
To be executed by the successful bidder and its surety company.
3. CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY  
RETAINED PERCENTAGE; RETAINED PERCENTAGE ESCROW AGREEMENT  
To be executed by the successful bidder based on bidder's selection of option.
4. CERTIFICATES OF INSURANCE  
To be executed by the successful bidder and by an acceptable insurance company. The City of Kirkland must be named as an additional insured.
5. STATEMENT(S) OF INTENT TO PAY PREVAILING WAGES  
Affidavit certifying all employees of Contractor and Subcontractor shall be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Washington State Department of Labor and Industries.

**SPECIAL NOTE: Prior to commencing work, the contractor and all subcontractors must have applied and paid for a City of Kirkland business license.**

**CITY OF KIRKLAND  
BIDDER RESPONSIBILITY CRITERIA**

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). **Meet responsibility criteria in RCW 39.04.350**
- 5. Until December 31, 2017, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
- 6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

**CITY OF KIRKLAND  
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). **Meet responsibility criteria in RCW 39.04.350**
  - 5. Until December 31, 2017, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
  - 6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

**CITY OF KIRKLAND  
BID PROPOSAL**



**PROJECT TITLE**  
CIP NO. CSD0124  
JOB NO. 11-20-PW

**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; that it has obtained a culvert supplier's guarantees to provide the specified culvert in a time frame that allows the culvert installation to be completed between July 1, 2020 and August 31, 2020 while maintaining compliance with Section 1-07.23(3) Closures, herein; 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 ten (10) 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 ten (10) calendar days after the date of the execution of the contract and to complete the construction within the time specified in Section 1-08.5 of the Special Provisions.

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 the specifications contained in the contract documents.

**MUST BE SUBMITTED WITH PROPOSAL**

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 and unit prices entered for the various bid items included in the Bid Schedule include 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.

**Within the three-year period immediately preceding the date of the bid solicitation for this Project, bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.**

The undersigned bids and agrees to complete all construction of the **Cedar Creek Culvert Replacement Project; JOB NO. 11-20-PW** for the following:

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

Washington State Sales Tax 10.1% (*in figures*): \$ not applicable

Total Bid (*in figures*): \$ \_\_\_\_\_

Total Bid (*in words*): \_\_\_\_\_  
\_\_\_\_\_

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

**I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:**

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

\_\_\_\_\_  
Location or Place Executed: (City, State)

\_\_\_\_\_  
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

**MUST BE SUBMITTED WITH PROPOSAL**

\_\_\_\_\_  
Employment Security Identification  
Number

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

Contractor's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
EMAIL

\*\* Bid proposal to be submitted in a **sealed envelope** marked "**Bid Enclosed**" for **Cedar Creek Culvert Replacement Project; JOB NO. 11-20-PW.**

**MUST BE SUBMITTED WITH PROPOSAL**

**CITY OF KIRKLAND  
BID SCHEDULE**

**Cedar Creek CULVERT REPLACEMENT PROJECT  
JOB NO. 11-20-PW**

Note: 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.

<b>Bid Item</b>	<b>Description</b>	<b>Spec Ref</b>	<b>Approx. Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Record Drawing (Minimum Bid \$5,000)	1-05	1	LS		
2	Construction Surveying	1-05.4 SP	1	LS		
3	SPCC Plan	1-07.15 SP	1	LS		
4	Minor Change/Force Account	1-09.6 SP	1	FA		
5	Mobilization	1-09	1	LS		
6	Project Temporary Traffic Control	1-10 SP	1	LS		
7	Clearing and Grubbing	2-01	1	LS		
8	Removal of Structures and Obstructions	2-02	1	LS		
9	Sawcutting	2-02	110	LF		
10	Remove Abandoned Water Main	2-02 SP	500	LF		
11	Channel Excavation Incl. Haul	2-03	1300	CY		
12	Common Borrow	2-03	4980	CY		
13	Structure Excavation Class A Incl. Haul	2-09	5600	CY		
14	Gravel Borrow Incl. Haul	3-01	3900	TN		
15	Crushed Surfacing Top Course	4-04	60	TN		
16	Crushed Surfacing Base Course	4-04	760	TN		
17	HMA Cl. 1/2" PG 58H-22	5-04	340	TN		
18	Temporary Pavement	5-04.3 SP	15	TN		
19	Precast Concrete Barrier Type 2	6-10	500	LF		
20	Structural Earth Wall	6-13	845	SF		

**MUST BE SUBMITTED WITH PROPOSAL**

21	Gravel Borrow for Structural Earth Wall Incl. Haul	6-13	900	CY		
22	Precast Reinforced Concrete Box Culvert	7-02	1	LS		
23	Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam	7-04	110	LF		
24	Connection to Drainage Structure	7-05	2	EA		
25	Catch Basin Type 2, 48" Inch Diam.	7-05	2	EA		
26	Work Area Isolation & Temporary Stream Bypass	7-06 SP	1	LS		
27	Inlet Protection	8-01	5	EA		
28	Silt Fence	8-01	750	LF		
29	Stabilized Construction Entrance	8-01	2300	SY		
30	Wattle	8-01	500	LF		
31	Stormwater Pollution Prevention Plan	8-01 SP	1	LS		
32	PSIPE Planting	8-02 SP	7140	SY		
33	Streambank and Channel Stabilization	8-05 SP	1	LS		
34	Black Vinyl Coated Chain Link Fence	8-12 SP	125	LF		
35	Cable Fence	8-12 SP	60	LF		
36	Quarry Spalls	8-15	40	TN		
37	Paint Line	8-22	400	LF		
38	Pedestrian Symbol	8-22	2	EA		
39	Resolution of Utility Conflicts	8-30 SP	1	EST		
40	Permeable Ballast	9-03	420	TN		
41	Streambed Sediment	9-03	980	TN		
42	Streambed Cobbles Mix	9-03	1905	TN		
43	Streambed Boulders Mix	9-03	80	TN		

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



**BID DEPOSIT**

Herewith find deposit in the form of a cashier's check or certified check in the amount of \$ \_\_\_\_\_ which amount is not less than five percent (5%) of the total bid.

SIGN HERE \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Kirkland, as Obligee, in the penal sum of \_\_\_\_\_ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

\_\_\_\_\_ Project Name

\_\_\_\_\_ Job Number

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: If a Bid Bond is provided, it must be accompanied by a power of attorney which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Bid Bond.



**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 five projects of a similar nature which Contractor has completed within the last 10 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  
SUBCONTRACTOR IDENTIFICATION FOR CONTRACTS ESTIMATED TO BE  
IN EXCESS OF ONE MILLION DOLLARS (\$1,000,000.00)**

RCW 39.30.060 requires the following:

"Every invitation to bid on a prime contract that is **expected** to cost one million dollars or more for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010 ... shall require each prime contract bidder to submit as part of the bid, or within one hour after the published bid submittal time [see note below], the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work. The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid non-responsive and, therefore, void."

***NOTE: The City of Kirkland has elected not to allow bidders to submit the information required by RCW 39.30.060 after the published bid submittal time. A proposal will be considered irregular and will be rejected if the bidder does not provide the above list as part of its proposal when submitting its bid.***

Each bidder shall submit a list of:

1. HVAC, plumbing, and electrical subcontractors; and
2. The specific items of work those subcontractors will perform on the contract; and
3. The specific items of work that will be performed by the bidder on the contract.

**CITY OF KIRKLAND  
SUBCONTRACTOR IDENTIFICATION LIST**

\*REQUIRED IF ESTIMATE AMOUNT EXCEEDS \$1,000,000 (*Reference RCW 39.30.060 RCW*)

**Proposed Subcontractors and items of work to be performed:**

Subcontractor Name: \_\_\_\_\_

Item Numbers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*- make additional pages if necessary -*

**Work to be performed by Prime Contractor:**

Item Numbers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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)
3. Have you entered a bid amount for all items and all schedules?
4. Do the written amounts of the proposal agree with the amounts shown in the figures?
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 estimate amount exceeds \$1,000,000.)
10. Have you included the Culvert Supplier Commitment letter?
11. Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for:

CEDAR CREEK CULVERT REPLACEMENT PROJECT  
CIP NO. CSD0124  
JOB NO. 11-20-PW

## INFORMATION ONLY

The following forms must be executed and submitted by the successful bidder within ten (10) calendar days following Notice of Award.



# CITY OF KIRKLAND

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**CITY OF KIRKLAND  
PUBLIC WORKS AGREEMENT  
Cedar Creek CULVERT REPLACEMENT PROJECT  
JOB No. 11-20-PW**

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 "Invitation to Bid," 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: "CEDAR CREEK CULVERT REPLACEMENT PROJECT, Job No. 11-20- 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. Any Invitation to Bid, as published by the Owner.
- B. Any Specifications prepared for this project by the Owner and named above by title.
- C. Any detailed 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 (\$\_\_\_\_\_) 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.

In witness whereof, said Contractor and said Owner have caused this agreement to be executed on the day and year first written above.

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

\_\_\_\_\_  
Signature of authorized officer

\_\_\_\_\_  
Name and title of officer (print or type)





**PERFORMANCE BOND**

**Surety to have an A.M. Best rating of A-: VII or better.**

Bond No \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
(insert CONTRACTOR Name), as Principal, and \_\_\_\_\_, (insert name of surety),  
as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_, (insert Surety's state of incorporation),  
and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of  
Kirkland (City) in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States of America, plus the  
total amount of extra orders issued by the City to the Principal pursuant to the terms of the Contract referred to in  
the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs,  
executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **CEDAR  
CREEK CULVERT REPLACEMENT PROJECT, Job #11-20-PW**, which is hereby made a part of this bond as if fully  
set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

1. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety; and
2. If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If the City shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall, within a reasonable time which shall not exceed 14 days, except for good cause shown, notify the City in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall the City be obligated for the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of time made by the City.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

City/Zip: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.



## LABOR, MATERIAL AND TAXES PAYMENT BOND

Surety to have an A.M. Best rating of A-: VII or better.

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that, (insert CONTRACTOR NAME), \_\_\_\_\_ as Principal, and \_\_\_\_\_, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_ (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) for the use and benefit of claimants as hereinafter defined, in the sum of \_\_\_\_\_ **Dollars** (**\$ \_\_\_\_\_**), lawful money of the United States of America, plus the total amount of any extra orders issued by the City, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **CEDAR CREEK CULVERT REPLACEMENT PROJECT, Job #11-20-PW**, which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due and (c) any other person or entity as allowed or required by law.

3. The Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit or action.

(Form continues on next page)

4. No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to the City's Purchasing Agent by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by the City.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Principal:

Surety:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

City/Zip: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

**END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM**

**CITY OF KIRKLAND  
CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE  
CEDAR CREEK CULVERT REPLACEMENT PROJECT  
JOB NO. 11-20-PW**

Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

Select  
One

- (1) Retained in a fund by the City. No interest will be earned on the retained percentage amount under this election.
  
- (2) Retainage Bond
  
- (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. (For the convenience of those Contractors choosing option (3) a City approved Form of Escrow Agreement is included on the next page and should be completed and submitted with the executed contract.)

*The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.*

- (4) Deposited by the City in an interest-bearing account at the FDIC insured bank currently providing contracted banking services to the City of Kirkland. Interest on such account shall be paid to the contractor. Any fees incurred shall be the responsibility of the contractor.

CONTRACTOR:

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

Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RETAINAGE BOND RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED**

Contract Title	
Contract Number	
Contractor Name	

The Undersigned, \_\_\_\_\_, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto \_\_\_\_\_, hereinafter called Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of

(\$ \_\_\_\_\_), Which is 5% of the principal's price on Contract ID \_\_\_\_\_.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number \_\_\_\_\_.

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of \_\_\_\_% from monies earned on estimates during the progress of the construction, herein after referred to as earned retained funds.

NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of the obligation is such that the Principal and Surety are held and bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of \_\_\_\_\_percent (\_\_\_\_%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the Obligee. This bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

1. The liability of the surety under this bond shall not exceed 5% or 50% of the total amount earned by the Principal if no monies are retained by the Obligee on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time provided by applicable law.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

**SURETY**

**PRINICIPAL**

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
Name/Title

OF: \_\_\_\_\_

OF: \_\_\_\_\_

Surety Name and Local Office of Agent: \_\_\_\_\_

Surety Address and Phone of Local Office and Agent: \_\_\_\_\_

\_\_\_\_\_

**CITY OF KIRKLAND  
RETAINED PERCENTAGE ESCROW AGREEMENT  
CEDAR CREEK CULVERT REPLACEMENT PROJECT  
JOB NO. 11-20-PW**

Escrow No. \_\_\_\_\_

City of Kirkland  
123 Fifth Avenue  
Kirkland, Washington 98033

Contractor: \_\_\_\_\_

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

Project Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TO: Escrow Bank or Trust Company:

Name: \_\_\_\_\_

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

\_\_\_\_\_  
Attention: \_\_\_\_\_

The undersigned, \_\_\_\_\_, herein referred to as the Contractor, has directed the City of Kirkland to deliver to you its warrants, which shall be payable to you and the Contractor jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**INSTRUCTIONS**

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City of Kirkland. Attached is a list of such bonds, or other securities approved by the City of Kirkland. Other bonds or securities, except stocks, may be selected by the Contractor, subject to the express written approval of the City of Kirkland. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so at the direction of the City of Kirkland and Contractor.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the

negotiation of the City of Kirkland's warrants) except in accordance with written instructions from the City of Kirkland. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is \_\_\_\_.

4. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City of Kirkland directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for hereinabove. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorneys fees occasioned by such default, delay, controversy, or litigation.

5. This agreement shall not be binding until executed by the Contractor and the City of Kirkland and accepted by you.
6. This instrument contains the entire agreement between you, the Contractor and the City of Kirkland, with respect to this escrow and you are not a part nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever, except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the parties hereto.
8. The Contractor's Federal Income Tax Identification number is  
\_\_\_\_\_.

\*\* Please note: Written release will be issued by the Director of Finance & Administration. For further information, contact the Purchasing Agent at (425) 587-3123.

The undersigned have read and hereby approve the instructions as given above governing the day of administration of this escrow and do hereby execute this agreement on this \_\_\_\_\_, 2\_\_\_\_.

CONTRACTOR:

CITY OF KIRKLAND:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

123 Fifth Avenue  
Kirkland, Washington 98033

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

ESCROW BANK OR TRUST CO:

\_\_\_\_\_

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

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

Securities Authorized by City of Kirkland (select one):

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligations of any corporation wholly owned by the government of the United States;
4. Indebtedness of the Federal National Mortgage Association; and
5. Time deposits in commercial banks.

**RETURN THIS SIGNED AGREEMENT TO:**

City of Kirkland  
Attn: Purchasing Agent  
123 Fifth Avenue  
Kirkland, Washington 98033

\_\_\_\_\_  
\_\_\_\_\_

## **CITY OF KIRKLAND RETAINAGE RELEASE REQUIREMENTS**

### DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

1. Intent to Pay Prevailing Wage (Contractor must generate including for subcontractors)

Department of Labor/Industries  
Employment Standards Division  
General Administration Building  
Olympia, Washington 98504  
(360) 956-5335

2. Notice of Completion of Public Works Contract (City generates)

Department of Revenue  
Excise Tax Division  
Olympia, Washington 98504

3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)

Department of Labor/Industries

4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)

Department of Revenue  
Department of Labor and Industries  
Employment Security Department

5. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City (Responsibility of Contractor to obtain)

Claims against retainage or Payment Bond filed with City  
by any such subcontractor, workman, or material supplier.

6. Current insurance certificate through retainage release (Contractor generates)
7. Produce final invoice for retainage if bond is not selected (Contractor generates)

# **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

**NO AMENDMENTS AVAILABLE  
AT TIME OF PUBLISHING**



**City of Kirkland**

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# **SPECIAL PROVISIONS**

Supplement to

**2020**

**WSDOT  
Standard  
Specifications**



**City of Kirkland**

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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, 2020 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 Cedar Creek Culvert Replacement Project (11-20-PW).

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: **(date 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
- City of Kirkland Public Works Department Pre-Approved Plans, 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 the **Cedar Creek Culvert Replacement Project**. Specific work includes, but is not limited to, replacing the existing 36" concrete culvert with a 4-sided concrete culvert with a minimum interior width of 14 feet and interior height of 8 feet. Associated improvements include embankment, retaining walls, protection of utilities (storm drain, water main, gas, telecom and sanitary sewer) in place and stream channel restoration in the vicinity of the culvert and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. The culvert installation shall be completed between July 1, 2020 and August 31, 2020

## 1-01 DEFINITIONS AND TERMS

(January 4, 2016 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 "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the

reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for "Contract".

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

**1-02 BID PROCEDURES AND CONDITIONS**

**(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.

**(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through WSDOT/Local Programs)**

**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(3), 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 Section 1-02.14 Option C of these Special Provisions.

**(1/1/2016 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.

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:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (**Invitation** for Bids) for the work. After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

**1-02.4 Examination of Plans, Specifications and Site of Work**

**(August 15, 2016 APWA GSP Option B)**

**1-02.4(1) General**

The first sentence of the last paragraph is revised to read:

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

**(March 8, 2013 APWA GSP)**

**1-02.4(2) Subsurface Information**

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

**(July 31, 2017 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 UDBE/DBE/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.

**(July 11, 2018 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 two paragraphs, and replace them with the following:

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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 UDBE 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 UDBE requirements are to be satisfied through such an agreement.

**(March 8, 2013 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.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

**(1/1/2016 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.

**(May 17, 2018 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.

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
- Good Faith Effort (GFE) Documentation

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the **Invitation** for Bids for receipt of Bid Proposals or received in a location other than that specified in the **Invitation** for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after the time specified above or received in a location other than that specified in the **Invitation** for Bids.

**(July 23, 2015 APWA GSP)**

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

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered

withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

(June 20, 2017 APWA GSP)

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

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The 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 an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE 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 UDBE 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.
  
2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

(July 31, 2017 APWA GSP, Option C; requires pre-approval FHWA-funded projects, through WSDOT/Local Programs)

### **1-02.14 Disqualification of Bidders**

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the Supplemental Criteria in this Section:

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-8 shall be provided by the Bidder as stated later in this Section.

In addition, the Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1)(g). A form appropriate for "Certification of Compliance with Wage Payment Statutes" will be provided by the Contracting Agency in the Bid Documents. The form provided in the Bid Documents shall be submitted with the Bid as stated in Section 1-02.9.

1. **Delinquent State Taxes**

- A. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. **Documentation:** The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

- A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.
- B. **Documentation:** The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ([www.sam.gov](http://www.sam.gov)).

3. **Subcontractor Responsibility**

- A. **Criterion:** The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

- A. **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that

have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

- A. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause / Termination for Default**

- A. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

7. **Lawsuits**

- A. **Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

8. **Change Orders & Similar Work Experience**

- A. **Criterion:** The bidder must demonstrate a record of successful and timely resolution of:
- a. 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.

- b. Bidder shall have completed a minimum of two fish passable culvert projects, at least 10 feet wide for a fish bearing stream in Washington State for a public agency.

B. Documentation: The Bidder shall submit 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.
- c. For prior culvert projects, submit the project name, owner and owner's representative contact information, project start and end dates, and size, material and length of culvert, contract amount at bid opening, and final contract amount.
  - i. If the projects are not identical for the Bidder and foreman, provide documentation for three (3) projects each.

As evidence that the Bidder meets Supplemental Responsibility Criteria 3-8 stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets Supplemental Criteria 3-8 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Responsibility Criteria 3-8. The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others 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 two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make

or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

(August 14, 2013 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. 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 (10) calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the

Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

(1/1/2016 COK GSP)

#### **1-03.4 Contract Bond**

Revise the first paragraph to read:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. Separate payment and performance bonds are required and each shall be for the full contract amount. The bond(s) shall:

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

(November 30, 2018 APWA GSP)

#### **1-03.7 Judicial Review**

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the

Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction.

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

(1/1/2016 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 the Plans, these Special Provisions, the Standard Specifications, City of Kirkland Pre-Approved (Standard) Plans and Northshore Utility District Standard Details. 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),
8. Contracting Agency's Standard Policies, and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

(July 23, 2015 APWA GSP)

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

Revise the first paragraph to read:

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

(1/1/2016 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**

(1/1/2020 COK GSP)

### **1-05.4 Conformity with and Deviations from Plans and Stakes**

Section 1-05.4 is supplemented with the following:

Unless otherwise identified on Plans or in the Special Provisions, Unit Bid prices shall cover all costs for all surveying labor, equipment, materials, and supervision required to perform the Work. This shall include any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

Add the following two new sub-sections:

(1/1/2016 COK GSP)

#### **1-05.4(1) *Roadway and Utility Surveys***

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the improvements under this contract. Except for the survey control data furnished by the Owner, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

To facilitate the establishment of lines and elevations, the Owner will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control. Primary control points will be described and shown on the right-of-way Plans. The Contractor shall check all control points for horizontal and vertical locations prior to use and report any discrepancy to the Engineer. Errors resulting from using control points which have not been verified, shall be the Contractors responsibility.

At a minimum the Contractor shall provide following survey staking shall be required:

1. Construction centerline or an offset to construction centerline shall be staked at all angle points and 100-foot intervals on tangents.
2. Offset stakes of JUT Centerline at all angle points and at 50-foot intervals on tangents
  - a. Cut/fill shall reference the elevations of the lowest conduit.
  - b. Offset shall reference the location of the center of trench and list the width of the trench section.
3. Offset stakes of all structure control/location points shown on the undergrounding Plans.
  - a. Each vault, handhold, and junction box shall have a set of off-set points provided each location point shown in the location tables Cut/Fill shall reference elevations of the finish grade of the top lid of the structure.
  - b. Each pole riser and stub up, shall have at least one set of off-set hubs provided with cut/fills to finish ground elevations.
  - c. Finish grade elevations of all structures shall be determined by the Contractor based on the typical sections and details provide on the Contract Drawings.
4. Offset stakes at face or walls.
5. Offset staking of all drainage structures and drainage pipes at 50-foot intervals.
6. Location of all right-of-way and easements adjacent to the work area as shown on the right-of-way Plans.
7. Offset of all permanent concrete sidewalks, curb ramps, and driveways.

Each stake shall have the following information: Hub elevation, offset distance to items being staked, cut/fill to proposed elevations, design elevation of items being staked.

The above information shall also be shown on a written Cut Sheet and provided to the City inspector 48-hours prior to installation of the items being staked.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points provided by the Engineer. Survey work shall be within the following tolerances:

Stationing	+.01 foot
Alignment	+.01 foot (between successive points)
Superstructure Elevations	+.01 foot (from plan elevations)
Substructure Elevations	+.05 foot (from plan elevations)
Sidewalk and Curb Ramp Elevations	+.01 foot (from plan elevations)

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

(July 23, 2015 APWA GSP)

**1-05.4(2) Bridge and Structure Surveys**

For all structural work such as bridges and retaining walls, the Contractor shall retain as a part of Contractor's organization an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control which will be provided by the Engineer:

1. Centerline or offsets to centerline of the structure.
2. Stations of abutments and pier centerlines.
3. A sufficient number of benchmarks for levels to enable the Contractor to set grades at reasonably short distances.
4. Monuments and control points as shown in the Plans.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points provided by the Engineer. Survey work shall be within the following tolerances:

Stationing	± 0.01 foot
Alignment	± 0.01 foot (between successive points)
Superstructure Elevations	± 0.01 foot (from plan elevations)
Substructure Elevations	± 0.05 foot (from plan elevations)

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

(1/1/2016 COK GSP)

**Measurement**

No unit of measurement shall apply to the lump sum price for construction surveying.

**Payment**

Payment will be made in accordance with Section 1-04.1 of these Specifications for the following bid item:

"Construction Surveying", per lump sum.

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

(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.

(1/1/2016 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.

(1/1/2016 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.

**1-05.11(3) Operational Testing**

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

their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

(March 8, 2013 APWA GSP)

#### **1-05.12 Final Acceptance**

Add the following new section:

##### **1-05.12(1) One-Year Guarantee Period**

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

(August 14, 2013 APWA GSP)

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

Delete the sixth and seventh paragraph of this section.

(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)

#### **1-05.16 Water and Power**

Add the following new section:

The Contractor shall make necessary arrangements and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay

item.

Add the following new section:  
(March 8, 2013 APWA GSP)

**1-05.18 Record Drawings**

The Contractor shall maintain one set of full-size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

	<u>Vertical</u>	<u>Horizontal</u>
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:

- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

(COK Policy G-3)

1. Do not erase, but cross out numeric data on plans such as structure tops, inverts, slopes, material, etc. then add "Construction Record" data with a CR in parenthesis following the revised entries.
2. Do not erase, but cross out and re-draw the "Construction Record" graphical changes in their revised locations.
3. Include the approved King County Datum with benchmark elevation and location. All "Construction Record" elevations must be based on the approved King County Datum (NAVD 88 vertical, NAD 83/91 horizontal) unless the project was allowed to be submitted based on the old City of Kirkland Datum.
4. Drawings must display the word "RECORD DRAWING" near the title block in readily recognizable print with the corresponding date and surveyor's or project engineer's signature.
5. Submit one set of record drawing blueprints to the Construction Inspector for review before preparing digital copies.
6. Prepare and submit one set of D sized (24"x36" media size, 21"x33" max. plot size) blueprint copies of the "Construction Record" documents. Include appropriate permit number in bold lettering on all pages.
7. In addition to the requirements listed above (#6), record drawings shall also be submitted on disc in the following formats: TIF and PDF. Both shall have a minimum resolution of 300dpi. Each page shall have a corresponding file name. The proper format for naming files shall be: ProjectName## (## being the page number). For example:  
 ThomasShortPlat1.tif...ThomasShortPlat4.tif /  
 ThomasShortPlat1.pdf...ThomasShortPlat4.pdf.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$5,000)	Lump Sum
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Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

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## 1-05.19 Daily Construction Report

Add the following new Section:

The Contractor and Subcontractors shall maintain daily, a Daily Construction Report of the Work. The Diary must be kept and maintained by Contractor's designated project superintendent(s). Entries must be made on a daily basis and must accurately represent all of the project activities on each day. Contractor shall provide signed copies of diary sheets from the previous week to Engineer at each Weekly Coordination Meeting.

Every single diary sheet/page must have:

- Project name & number;
- Consecutive numbering of pages, and
- Typed or printed name, signature, and date of the person making the entry.

At a minimum the diary shall, for each day, have a separate entry detailing each of the following:

1. Day and date.
2. Weather conditions, including changes throughout the day.
3. Complete description of work accomplished during the day, with adequate references to the Plans and Contract Provisions so the reader can easily and accurately identify said work on the Plans. Identify location/description of photographs or videos taken that day.
4. Each and every changed condition, dispute or potential dispute, incident, accident, or occurrence of any nature whatsoever which might affect Contractor, Contracting Agency, or any third party in any manner. This shall be provided on a separate page for other information.
5. List all materials received and stored on- or off-site by Contractor that day for future installation, including the manner of storage and protection of the same.
6. List materials installed that day.
7. List all Subcontractors working on-site that day.
8. List the number of Contractor's employees working during each day, by category of employment.
9. List Contractor's equipment on the site that day; showing which were in use, and which idle.
10. Notations to explain inspections, testing, stake-out, and all other services furnished by Contracting Agency or other party during the day.
11. Verify the daily (including non-workdays) inspection and maintenance of traffic control devices and condition of the traveled roadway surfaces.
12. Any other information that serves to give an accurate and complete record of the nature, quantity, and quality of Contractor's progress on each day.
13. Officials and visitors onsite
14. Change Orders
15. Occurrence of testing, staking or special inspections

It is expressly agreed between Contractor and Contracting Agency that the Daily Diary maintained by Contractor shall be the "Contractor's Book of Original Entry" for the documentation of any potential claims or disputes that might arise during this Contract. Failure of Contractor to maintain this Diary in the manner

described above will constitute a waiver of any such claims or disputes by Contractor.

Engineer or his representative on the job site will also complete a Daily Construction Report.

## **1-06 CONTROL OF MATERIAL**

(1/1/2016 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.

(January 4, 2016 APWA GSP)

### **1-06.6 Recycled Materials**

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

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

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

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

(1/1/2016 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.

(1/1/2016 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).

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**1-07.5 (1) General**

Section 1-07.5 (1) is supplemented after the first paragraph with the following:

The Contractor shall only be allowed to work in the Cedar Creek channel between July 1, 2020 and August 31, 2020. The work allowed shall be in accordance with the Washington Department of Fish and Wildlife permit.

(1/1/2016 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.

#### **1-07.15 Temporary Water Pollution/Erosion Control**

(1/1/2016 COK GSP)

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

Add the following as the second paragraph of this section:

In the event the Contractor uses an SPCC Plan template that either follows the WSDOT SPCC Plan Template or contains the same or similar content and/or format, the following changes shall be required:

1. Replace all references to "WSDOT" as either the Contracting Agency or project owner with "City of Kirkland", except where indicated in this Section.
2. Add into all Spill Reporting and related section(s): "The City of Kirkland Spill Response Hotline at (425) 587-3900 shall be the first point of contact in the event of a spill. Notification to the City of Kirkland Spill Response Hotline shall precede the spill notifications to federal and state agencies."
3. Delete all references to the "WSDOT Environmental Compliance Assurance Procedure" (ECAP) in the SPCC.

Supplement the following referenced SPCC Plan Element Requirements in this Section as follows:

2. Add: "The City of Kirkland Spill Response Hotline at (425) 587-3900 shall be the first point of contact in the event of a spill."
8. Add: "As part of Contractor spill response procedure, the Contractor shall contact the City of Kirkland Spill Response Hotline at (425) 587-3900 to report the spill regardless of whether or not the Contractor has fully contained, controlled, and/or cleaned up the spill."

#### **1-07.16 Protection and Restoration of Property**

(1/1/2016 COK GSP)

##### **1-07.16(3) *Fences, Mailboxes, Incidentals***

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

**U.S. Postal Service Collection Boxes, Mail Receptacles, and other Structures:** U.S. Postal Service collection box and other Structures requiring temporary relocation to accommodate construction, the Contractor shall contact the Kirkland Postmaster at least 5 Working Days in advance for coordination. Only the U.S. Post Office will move Postal Service-owned property.

(1/1/2016 COK GSP)

### 1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

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/Sewer	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Josh Pantzke	(425) 587-3900
Storm Drainage	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Josh Pantzke	(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	Greg Neumann	(425) 587-3900
Natural Gas / Electric	Puget Sound Energy	P.O. Box 97034 EST-11W Bellevue, Washington 98009-9734	Jeanne Coleman	(425) 449-7410
Telephone/ FIOS	Frontier Communications		Jay Schwab	(425) 263-4019
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Joe Fordon Raymond Pilkenton	(425) 263-5348 (425) 263-5332
Network	Verizon/MCI	11311 NE 120 <sup>th</sup> St Kirkland, WA 98034	Brad Landis Scott Christenson	(425) 201-0901 (425) 471-1079
School District Transportation	Lake Washington School District	15212 NE 95th St Redmond, WA 98052	Jeff Miles	(425) 936-1120
Transit	King County METRO	MS SVQ-TR-0100 1270 6th Ave S Seattle, WA 98134	METRO Construction Information Center	(206) 477-1140 (206) 477-0438

Water (Northeast area of Kirkland)	Woodinville Water District	17238 NE Woodinville Duvall Road, Woodinville, WA 98072	Ken McDowell	(425) 487-4104
Olympic Pipeline	BP		Kenneth Metcalf Joseph Stone	(425) 981-2575 (425) 981-2506

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.

#### **Other Notifications**

Service Area Turn Off: All service area turn-off notices must be distributed to affected parties two working days in advance of any scheduled shut off. City to provide door hangers and affected service area map. The contractor shall fill in all required information prior to hanging door hanger.

Entry onto Private Property: Each property owner shall be given two working days advance Written Notice prior to entry by the Contractor.

Loop Detection Systems: Where an excavation is to take place through a signal loop detector system, the Contractor shall provide at least five (5) Working Days advance notice to the City Signal Shop at (425) 587-3920 to coordinate temporary signal wire disconnect and installation of temporary signal detection equipment.

Survey Monuments: When proposed pavement removal is close to existing survey monumentation, or proposed pavement removal includes existing survey monumentation, the Contractor shall provide a minimum 4 Working Days advance notice to the Engineer to allow survey crews to tie the monument out and reset the monument after pavement installation.

(January 4, 2016 APWA GSP)

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

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

(1/1/2016 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.

#### **1-07.18 Insurance**

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

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claim made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

**1-07.18(2) Additional Insured**

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

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

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

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

**1-07.18(3) Subcontractors**

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

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

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

**1-07.18(4) Verification of Coverage**

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

Verification of coverage shall include:

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

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

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

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed

to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

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

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

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

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

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

Such policy must provide the following minimum limits:

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

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

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

Such policy must provide the following minimum limit:

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

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

(January 4, 2016 APWA GSP)

**1-07.18(5)D Excess or Umbrella Liability**

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than 3 million each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

(January 4, 2016 APWA GSP)

**1-07.18(5)J      *Pollution Liability***

The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

1. Contractor's operations related to this project.
2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 1-07.18(2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:

\$1,000,000                  each loss and annual aggregate

(January 4, 2016 APWA GSP)

**1-07.18(5)K      *Professional Liability***

The Contractor and/or its Subcontractor(s) and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions.

Such policy shall provide the following minimum limits:

\$1,000,000 per claim and annual aggregate

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include coverage for Environmental Professional Liability.

If insurance is 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.

**1-07.23 Public Convenience and Safety**

Section 1-07.23 is supplemented with the following:

(1/1/2016 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 firefighting 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.

(1/1/2016 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.

### **1-07.23(1) CONSTRUCTION UNDER TRAFFIC**

(February 22, 2011 KC GSP)

The following is inserted at the beginning of this section:

This Project is being constructed in an urban residential area. The Contractor shall conduct all work operations with the least possible obstruction and inconvenience to the public.

The City of Kirkland approved work hours for this project are:

- Beginning no earlier than 6:00 am and ending no later than 8:00 pm.

### **1-07.23(2)A CLOSURE OF 100<sup>TH</sup> AVE NE**

#### **(NEW SECTION)**

For the purpose of constructing the proposed box culvert, a temporary closure of 100<sup>th</sup> Ave NE will be allowed

under this Contract upon approval of the Engineer. The temporary closure will be permitted per Section 1-07.23(1) and shall occur during the Lake Washington School District summer recess. For information purposes, this recess is anticipated to occur from June 21st to September 6th in 2020. Road closure and detour plans and details are provided in the Contract Plans.

The Contractor shall submit a plan to the Engineer that adopts, modifies, supplements, or replaces the road closure and detour plans included in the Contract Documents. The Contractor-provided plan shall be submitted for review at least 45 days prior to the proposed closure of 100th Avenue NE.

The Contractor-provided plan shall conform to the established standards set forth in the MUTCD, Part 6; and shall show all signs, barricades, and other traffic control measures necessary to implement the temporary road closure.

Advance notice signs shall be furnished and installed by the Contractor in accordance with the details in the Contract Plans three (3) weeks prior to the proposed closure of 100th Avenue NE. Signs, barricades, and temporary road closure shall be implemented in accordance with these Special Provisions and the authorized road closure and detour plan. The Contractor shall not close 100th Avenue NE until all the signs, barricades, and other measures for the closure have been inspected and approved by the Engineer.

The Contractor shall provide for patrolling and maintaining the road closure and detour route, in accordance with Section 1-10.3(2)E, to ensure that all road closure signs, and other traffic control measures are legible, visible, properly located and installed, and functioning as intended. Signs, barricades, and other traffic control devices which are misplaced, not functioning properly, mutilated, or destroyed, shall be replaced by the Contractor without delay at no expense to the County.

The lump sum Contract price for "Project Temporary Traffic Control" shall be full compensation for furnishing all labor, materials, tools and equipment necessary for fabricating and installing all detour/closure, Portable Changeable Message Signs (PCMS) and traffic control signs including timber posts, galvanizing and facing the sign panels, removing and/or relocating existing signs, patrolling the detour route, maintaining, repairing, and/or replacing detour and traffic control signs, excavating and backfilling post holes, furnishing nuts, bolts, washers, and any other hardware, and removing all detour signing.

(\*\*\*\*\*)

Add the following new section:

### **1-07.23(3) Closures**

#### **1-07.23(3)A Full Road Closure**

On 100<sup>th</sup> Ave NE between **July 1st, 2020 and August 31st, 2020**, all lanes may be closed for a maximum of twenty-three (23) consecutive calendar days. The closure may begin on June 24, 2020 (one week prior to "in-water work" window) and end no later than August 31st, 2020 (end of "in-water work" window).

During the full road closure, pedestrian access to the following addresses shall be maintained:

1. 10021 NE 143rd Ct (off of 100th Ave NE)

During the full road closure, driveway and pedestrian access shall be maintained to:

2. NE 142<sup>nd</sup> Place
3. Simonds Rd NE

During the remainder of the project, two way traffic must be maintained on 100th Ave NE.

(July 23, 2015 APWA GSP)

### **1-07.24 Rights of Way**

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless

arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

(1/1/2016 COK GSP)

The Contractor shall file with the Engineer signed property release forms (in the format as detailed below) for all properties disturbed or damaged by the Contractor's operations.

**PROPERTY RELEASE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Contractor's name and address)

DATE: \_\_\_\_\_

I, \_\_\_\_\_, hereby release \_\_\_\_\_, owner of \_\_\_\_\_, (Contractor's name)

from any property damage or personal injury resulting from construction on or adjacent to my property located at \_\_\_\_\_ during construction of the \_\_\_\_\_. My signature below is my acknowledgment and acceptance that my property, as identified above, was returned to a satisfactory condition.

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**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 safety standards and traffic control
- 2. To review the initial progress schedule.
- 3. To establish a working understanding among the various parties associated or affected by the work
- 4. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.
- 5. To establish normal working hours for the work
- 6. To discuss such other related items as may be pertinent to the work.

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

- 1. A breakdown of all lump sum items
- 2. A preliminary schedule of working drawing submittals; and
- 3. A list of material sources for approval if applicable.

Add the following new section:

(1/1/2016 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 8:00 p.m. and 6:00 a.m. 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 6:00 a.m. and 8:00 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 6:00 a.m. or after 8:00 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 6:00 a.m. and 8:00 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 8:00 p.m. and 6:00 a.m. during weekdays and between the hours of 8:00 p.m. and 6:00 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.

**Arterial Streets**

No work will be performed on arterial streets during the peak traffic hours of 7:00 a.m. – 9:00 a.m. and 3:30 p.m. – 6:00 p.m., except emergency work to restore services, unless a City-approved traffic control plan allows work during the peak hours. The following streets are classified as arterials:

<b>STREET</b>	<b>FROM</b>	<b>TO</b>
Central Way/NE 85th St	Market St	132nd Ave NE
Juanita Dr NE /NE Juanita Dr	NE 143 <sup>rd</sup> St (City Limits)	98th Ave NE
Juanita Woodinville Way	100 <sup>th</sup> Ave NE	NE 145 <sup>th</sup> St (City Limits)
Lake St/Lake Washington Blvd/Northup Wy	Central Way	Northup Way (City Limits)
Kirkland Ave/Kirkland Way	Lake St	NE 85 <sup>th</sup> St
Lakeview Dr /NE 68th St/NE 70th St	Lake Washington Blvd	132nd Ave NE
Market St/98th Ave NE/100th Ave NE	Central Way	NE 145 <sup>th</sup> St (City Limits)
NE 116th St	98th Ave NE	Slater Ave NE
NE 120th St/132nd Ave NE	Slater Ave NE	NE 60th St (City Limits)
NE 124th St	100th Ave NE	East City Limits
NE 128th St	116 <sup>th</sup> Ave NE/116 <sup>th</sup> Way NE	120 <sup>th</sup> Ave NE
Simonds Rd NE	92 <sup>nd</sup> Ave NE (City Limits)	100 <sup>th</sup> Ave NE
Slater Ave NE	NE 116 <sup>th</sup> St	NE 124 <sup>th</sup> St
Totem Lake Blvd	NE 132nd St	124th Ave NE
3 <sup>rd</sup> Street/State Street	Central Way	NE 68 <sup>th</sup> Street/Lakeview Dr.
6 <sup>th</sup> St/6 <sup>th</sup> St S/108 <sup>th</sup> Ave NE	Central Way/NE 85 <sup>th</sup> St	South City Limits
90 <sup>th</sup> Ave NE/NE 131st Way/NE 132nd	NE 134 <sup>th</sup> St	132nd Ave NE
120 <sup>th</sup> Ave NE/116 <sup>th</sup> Ave NE/116 <sup>th</sup> Way NE	NE 112 <sup>th</sup> St	NE 132 <sup>nd</sup> St
124th Ave NE	NE 85th St	NE 124th St
124th Ave NE	NE 132 <sup>nd</sup> St	NE 145 <sup>th</sup> PI (City Limits)

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.

(1/1/2016 COK GSP)

**1-08.3 Progress Schedule**

The order of work will be at the Contractor's option, in keeping with good construction practice and the terms of the contract. All work shall be carried out in accordance with the requirements of the City of Kirkland in compliance with the plans and specifications. However, the Contractor shall so schedule the work within the time constraints noted in the various contract documents, including any permits. The Contractor is cautioned to review said documents and permits and schedule the work appropriately as no additional compensation will be made to the Contractor due to the time constraints imposed by such documents.

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

**1-08.3(2)A Type A Progress Schedule**

Revise this section to read:

The Contractor shall submit **2 copies** (one electronic and one paper) of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

(July 23, 2015 APWA GSP)

**1-08.4 Prosecution of Work**

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

**1-08.4(1) 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.

(1/15/2020 PSS SP)

**1-08.4(2) Order of Work**

The order of work except as may otherwise be outlined herein will be at the Contractor's option, in keeping with good construction practice. The work shall be scheduled and constructed in accordance with the various permits and franchise requirements and/or conditions.

Prior to starting construction, the Contractor shall furnish the Contracting Agency with a Temporary Erosion and Sediment Control Plan (TESC Plan), a Spill Prevention Control and Countermeasures Plan (SPCC Plan), a Traffic Control Plan (TCP), a Stormwater Pollution Prevention Plan (SWPP Plan), and a Progress Schedule.

As a **first order of work**, the Contractor shall attend a mandatory pre-construction meeting.

As a **second order of work**, the Contractor shall provide Public Notice to property owners abutting the project limits.

As a **third order of work**, the Contractor shall provide material submittals. The Contractor shall also provide a schedule of value for all lump sum bid items.

As a **fourth order of work**, the Contractor shall call 811 and have utilities marked in the field by the various utility owners.

As a **fifth order of work**, the Contractor shall furnish and install all temporary facilities, erosion control items, and signs/barricades for detour routes, unless indicated otherwise on the Plans.

The remaining order of work shall be at the Contractor's option except as specified in the Plans, and in keeping with generally accepted good construction practice. However, the Contractor shall coordinate work by others which may affect the Contractor's production, schedule, mobilization and demobilization efforts.

The Contractor shall conduct the order of work to allow all existing facilities to remain operational except as noted herein during the construction of this project, and to minimize disruption of any utility service. The order of work for the Contract shall be so planned as to complete all work within the time limits established within the Contract Provisions.

(November 30, 2018 APWA GSP, Option A)

#### **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 Notice to Proceed Date.

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 is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
  - g. Property owner releases per Section 1-07.24

(1/1/2016 COK GSP)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed in its entirety within 200 working days.

**(1/1/2016 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  $C > \$50,000 \rightarrow LD = 0.15 \times C \div T$ , and  
For  $C \leq \$50,000 \rightarrow LD = 0.30 \times C \div T$ .

Where:

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

**(August 14, 2013 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.

**1-08.9(1) 100<sup>th</sup> Ave NE Impact Fee**

(\*\*\*\*\*)

Add the following new Sub-Section:

The full roadway closure of 100<sup>th</sup> Ave NE will result in substantial traffic impacts. The closure will cause delays to the travelling public, increase fuel consumption and vehicle operating costs, pollution, and other inconveniences and harm. Accordingly, the contractor agrees:

As an incentive to reopen 100<sup>th</sup> Ave NE early, the contractor will receive \$1,000 per calendar day, for every 24-hour period that the roadway is opened earlier than the allowed full road closure period. The incentive will be calculated starting at 7:00am on the day following the roadway reopening. The credited amount will be included in the final pay estimate.

For any calendar days beyond the allowable full road closure period that 100<sup>th</sup> Ave NE is not open to

vehicular traffic in both directions, the Contractor shall pay the “100<sup>th</sup> Ave NE Impact Fee”.

The fees shall be assessed 24 hours per day. The daily fee is a minimum of \$3,840 per day (\$160 per hour) and shall be pro-rated by the hour at the top of each hour. If the Contractor works 1 minute into any hour, then that hour shall be assessed the fee. The impact fee shall be doubled between the peak hours of 6AM-9AM and 3PM-7PM on Mon-Fri. The fee shall be tripled for any hour beyond 7:00am September 6, 2020.

The following table provides examples of the fee calculations:

23 or less consecutive calendar day window of full road closure between June 24 and August 31, 2020	No fees
Over 23 consecutive calendar days of full road closure between June 24 and August 31, 2020 (non-peak hours)	\$160 per hour
Over 23 consecutive calendar days of full road closure between June 24 and August 31, 2020 (peak hours)	\$320 per hour
Any day of full road closure beyond August 31, 2020 (non-peak hours)	\$480 per hour
Any day of full road closure beyond August 31, 2020 (peak hours)	\$640 per hour

Determination of time to assess the penalty for exceeding lane closure limitations shall be made by the Engineer. The Engineer’s decisions regarding whether lanes were closed outside of the limits outlined above and duration of time each lane was closed outside of the limited outlined above shall be final.

Amounts owed to the Owner due to lane closure penalties will be deducted from the monthly progress payments from monies due to the Contractor.

**1-09 MEASUREMENT AND PAYMENT**

**1-09.2 Weighing Equipment**

**(July 23, 2015 APWA GSP, Option 2)**

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

Revise item 4 of the fifth paragraph to read:

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

**(1/1/2016 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:

1. Ticket serial number
2. Date and hour of weighing
3. 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.

**(May 2, 2017 APWA GSP)**

**1-09.2(5) Measurement**

Revise the first paragraph to read:

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

**(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**

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

**(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.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

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.

#### **(1/1/2016 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.

#### **1-09.11 Disputes and Claims**

##### **(July 23, 2015 APWA GSP)**

##### **1-09.11(3) *Time Limitation and Jurisdiction***

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

#### **1-09.13 Claims Resolution**

##### **(1/1/2016 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.

**(July 23, 2015 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 is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

**1-10 TEMPORARY TRAFFIC CONTROL**

**1-10.1 General**

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

**1-10.1(2) Description**

Revise the third paragraph to read:

The Contractor shall provide signs and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

**(1/1/2016 COK GSP)**

**1-10.2 Traffic Control Management**

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

The first and second sentences of Section 1-10.2(2) are deleted and replaced with the following:

The Contractor shall submit a traffic control plan or plans showing a method of handling traffic including pedestrian and bicycle traffic. All construction signs, flaggers, spotters and other traffic control devices shall be shown on the traffic control plan(s) except for emergency situations.

**1-10.5 Payment**

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

**1-10.5(1) Lump Sum Bid for Project (No Unit Items)**

Revise the pay item name to read:

"Project Temporary Traffic Control", lump sum.

**END OF DIVISION 1**

## **DIVISION 2 - EARTHWORK**

### **2-01 CLEARING AND GRUBBING**

#### **2-01.2(4) Disposal Method No. 4 – On-Site Use [NEW SECTION]**

Section 2-01.2(4) is a new section:

Live trees to be removed, live brush, and woody debris may be salvaged by the Contractor for on-site use. Material to be salvaged must conform to all requirements for its intended use as defined in the Plans and Specifications. In the case of live trees to be removed, the Contractor may use tree removal methods other than those described in Section 2-01 of the Specifications to preserve the integrity of the materials being salvaged, provided those methods meet the following requirements:

Tree removal methods shall conform to all applicable laws and regulations;

Tree removal methods shall not endanger the life, health, or safety of nearby persons;

Tree removal methods shall not place nearby property at risk of unwarranted damage.

### **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

#### **2-02.1 Description**

(\*\*\*\*\*)

Section 2-01.1 is supplemented with the following:

This work also consists of removing, handling and disposing of deleterious material of debris encountered during roadway, culvert, stream, pavement and trench excavation or other work indicated on the Plans including but not limited to existing pipes, valves, utility structures, riprap, culvert, trash racks, drainage structures, concrete objects and/or slabs, buried logs or debris, asphalt pavement, cement concrete pavement, sidewalks, fences, landscaping items, rock walls, signs and any other structures or obstructions (unless a separate bid item has been provided for this work).

#### **2-02.4 Removal of Utilities [NEW SECTION]**

(\*\*\*\*\*)

Section 2-02.5 is a new section:

Where indicated on the Plans, Contractor shall remove Northshore Utility District abandoned water main by others of the size and type indicated and to the specific limits identified by Northshore Utility District.

Removal shall be conducted in such a manner as to prevent damage to other facilities, including existing water facilities, storm sewers, sanitary sewers, power poles, underground utilities, or other improvements that are to remain. Any facilities not designated for removal, including but not limited to water facilities, storm sewers, sanitary sewers, power poles, underground utilities, or other improvements, damaged due to the Contractor's operations, shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at no additional expense to the Contracting Agency.

Sawcutting (full depth) of existing asphalt concrete pavement and cement concrete curb and gutter, as required for pipe removal will be considered incidental to the removal of the water main. Sawcuts shall be in accordance with Section 2-02.3(3).

Following satisfactory removal of the water facilities, and water facility decommissioning as applicable, the vacant trench or excavation shall be backfilled with suitable native material from the trench excavation and

compacted. Native material backfill determined to be unsuitable shall be removed, hauled, disposed at a permitted site, and replaced with suitable material. If insufficient materials are available to complete the trench backfill to subgrade as determined by the Engineer, gravel base for trench backfill shall be placed, compacted, and graded to provide a firm, smooth and uniform surface for placement of subsequent surfacing materials to finish grade. Completion of the trench backfill and surfacing shall be in accordance with the trench detail included or referenced in the Plans and Contract provisions. Trench backfill may be partially or completely deferred pending complete installation of the new water main subject to the Contractor's coordination in advance with and approval by the Engineer, and the requirements of the jurisdictional road agency. In areas subject to traffic, and/or in areas designated to remain accessible, the Contractor shall be responsible to complete the trench backfill, install temporary steel plates, or otherwise ensure safe access for traffic as provided in the contract provisions and required by the jurisdictional road agency. Following satisfactory testing, or the permitted duration for the temporary surfacing as may be allowed by the jurisdictional road agency in coordination with Engineer, the Contractor shall remove temporary backfill, steel plates or other temporary provisions, and complete the trench backfill and surfacing. In areas where new water main is placed in the same trench where the existing water main has been removed, pipe removal shall not be considered complete until the new main has been placed, the trench backfilled, and surfacing placed or restored.

## **2-02.5 Payment**

(\*\*\*\*\*)

Section 2-02.5 is supplemented with the following:

“Remove Abandoned Water Main”, per linear foot.

**END OF DIVISION 2**

## DIVISION 3 - AGGREGATE PRODUCTION AND ACCEPTANCE

### 3-01 PRODUCTION FROM QUARRY AND PIT SITES

*(March 13, 1995 WSDOT GSP)*

#### 3-01.2 Material Sources, General Requirements

Section 3-01.2 is supplemented with the following:

#### ***Permits For Pit Operations In King County***

The Contractor is advised that King County may require the Contractor to meet any or all of the following listed conditions before considering issuance of a temporary permit for pit operations within King County:

1. Security fences and locking gates shall be installed where deemed necessary by the King County Department of Building. Cable or wire gates are not acceptable.
2. Hours of operation shall be limited to: 7:00 a.m. to 7:00 p.m.
3. Access roads shall be improved and maintained to the satisfaction of the King County Department of Public Works. A haul road agreement for County road maintenance may be required.  
All roads shall be swept, washed, or both, by the Contractor at the Contractor's expense as often as the Department of Building deems necessary.  
Property shall have functional access to an arterial level street.
4. All operations will have to be approved by King County Flood Control for drainage plans, Washington State Department of Ecology, and Puget Sound Air Pollution Control Authority. Those properties near or adjacent to any water body shall have written approval from the State of Washington Department of Fisheries.  
The Contractor shall obtain a mining reclamation permit from the State of Washington Department of Natural Resources for sites of over three acres in size of disturbed land or resulting in pit walls more than thirty feet high and steeper than one to one slope.
5. No stockpiling of foreign excavated material is permitted on the site except for those materials to be used in the land rehabilitation of the subject property.
6. No signs other than signs required by Chapter 24.42, King County Zoning Code are authorized as a result of the temporary permit.
7. Plans required:
  - a. Scale of Plot Plans

Site Size:	less than 10 acres	1 inch = 50 feet
	10 to 100 acres	1 inch = 100 feet
	over 100 acres	1 inch = 200 feet
  - b. Contours  
Show existing and proposed contours at 5-foot intervals. If existing and proposed contours are superimposed upon one another it must be clear as to which is which. Plans which incorporate a screening process may be required by the County to distinguish said contours.  
  
Finished contours must show how the property can be used under the existing zoning. Plans showing daylighting of property to road grade or below with high 2:1 slope walls will no longer be permitted within the R, S, or G zones. The plans must contain large terraces which will permit the lot sizes and roads that are permitted within the zone.
  - c. Sections  
Show a minimum of two sections in each direction.
  - d. Maximum Slope

Cuts shall not be steeper in slope than two horizontal to one vertical unless the owner furnishes a soils engineering or an engineering geology report certifying that the site has been investigated and indicating that the proposed deviation will not endanger any private property or result in the deposition of debris on any public way or interfere with any existing drainage course.

- e. Fill Slopes  
No fill shall be made which creates an exposed surface steeper in slope than two horizontal to one vertical.
- f. Benches on Slopes  
There shall be a 10 foot wide bench sloped into the hillside for every 50 feet in height.
- g. Setbacks  
Material and vegetation shall be left in its natural state:
  - 50 feet from any FP, A, G, S, or R zoned property.
  - 20-foot setback which includes a 6-foot-high planted berm along any public right-of-way.
  - 20 feet from M, B, or CG zoned property.
  - 10 feet from QM or FR zoned property.Plans shall show type of vegetation existing within the buffer zones.
- h. Drainage  
All drainage facilities shall be designed to carry surface waters to the nearest practical street, storm drain, or natural watercourse. Adequate provision shall be made to prevent any surface waters from damaging the face of an excavation or fill. All slopes shall be protected from surface water runoff from above by berms or swales.

The Contractor is further advised that King County may require conditions which are in addition to the foregoing list and that the County may reject permit applications at its discretion because of the proposed operations proximity to schools, residential neighborhoods, hospitals, arterials, or for other environmental conditions.

When there are discrepancies between the requirements of the State and the County the more stringent specifications shall apply.

Should the Contractor fail to comply with any requirements of a temporary permit obtained in the Contracting Agency's name, the Contracting Agency will take the necessary action to meet these requirements and any costs incurred by the Contracting Agency will be deducted from monies due or to become due the Contractor.

### **END OF DIVISION 3**

# DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS

(July 18, 2018 APWA GSP)

## 5-04 Hot Mix Asphalt

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

### 5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

### 5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

#### **5-04.2(1) How to Get an HMA Mix Design on the QPL**

If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

#### **5-04.2(1)A Vacant**

#### **5-04.2(2) Mix Design – Obtaining Project Approval**

No paving shall begin prior to the approval of the mix design by the Engineer.

**Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

**Commercial** evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

**Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review.

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).

- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for “Commercial Evaluation” will be based on a review of the Contractor’s submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL’s) appropriate for the required use.

**5-04.2(2)B Using Warm Mix Asphalt Processes**

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed additive and process.

**5-04.3 Construction Requirements**

**5-04.3(1) Weather Limitations**

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

**Minimum Surface Temperature for Paving**

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

**5-04.3(2) Paving Under Traffic**

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the

mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

### **5-04.3(3) Equipment**

#### **5-04.3(3)A Mixing Plant**

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
  - a. A mechanical sampling device attached to the HMA plant.
  - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

#### **5-04.3(3)B Hauling Equipment**

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather.

Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or

an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyor shall be in operation during the process of applying the release agent.

#### **5-04.3(3)C Pavers**

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

#### **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the contract.

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout

the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

#### **5-04.3(3)E Rollers**

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

#### **5-04.3(4) Preparation of Existing Paved Surfaces**

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA. The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

#### **5-04.3(4)A Crack Sealing**

##### **5-04.3(4)A1 General**

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

**Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

**Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent Portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the Portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

**Hot Poured Sealant:** For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

##### **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

In areas where HMA will be placed, use sand slurry to fill the cracks.

##### **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

In areas where HMA will not be placed, fill the cracks as follows:

- A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.

B. Cracks greater than 1 inch in width – fill with sand slurry.

#### **5-04.3(4)B Vacant**

#### **5-04.3(4)C Pavement Repair**

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

#### **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

#### **5-04.3(5)A Vacant**

#### **5-04.3(6) Mixing**

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.



- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
- a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

**5-04.3(9)A Vacant**

**5-04.3(9)B Vacant**

**5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

**5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

**5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3

samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

**5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

Testing of HMA for compliance of  $V_a$  will at the option of the Contracting Agency. If tested, compliance of  $V_a$  will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

**5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids ( $V_a$ ) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

**5-04.3(9)C5 Vacant**

**5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

**5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same

tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency,  $V_a$ . The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

#### **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

#### **5-04.3(10) HMA Compaction Acceptance**

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

#### **Test Results**

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

#### **5-04.3(10)A HMA Compaction – General Compaction Requirements**

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

#### **5-04.3(10)B HMA Compaction – Cyclic Density**

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

#### **5-04.3(10)C Vacant**

#### **5-04.3(10)D HMA Nonstatistical Compaction**

##### **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula

placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

#### **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

#### **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

#### **5-04.3(11) Reject Work**

##### **5-04.3(11)A Reject Work General**

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

##### **5-04.3(11)B Rejection by Contractor**

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

##### **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material

tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

#### **5-04.3(11)D Rejection - A Partial Sublot**

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

#### **5-04.3(11)E Rejection - An Entire Sublot**

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

#### **5-04.3(11)F Rejection - A Lot in Progress**

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

#### **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

An entire lot with a CPF of less than 0.75 will be rejected.

### **5-04.3(12) Joints**

#### **5-04.3(12)A HMA Joints**

##### **5-04.3(12)A1 Transverse Joints**

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

##### **5-04.3(12)A2 Longitudinal Joints**

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

#### **5-04.3(12)B Bridge Paving Joint Seals**

##### **5-04.3(12)B1 HMA Sawcut and Seal**

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified on the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

##### **5-04.3(12)B2 Paved Panel Joint Seal**

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

##### **5-04.3(13) Surface Smoothness**

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment

details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

#### **5-04.3(14) Planing (Milling) Bituminous Pavement**

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

#### **5-04.3(14)A Pre-Planing Metal Detection Check**

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

#### **5-04.3(14)B Paving and Planing Under Traffic**

### **5-04.3(14)B1 General**

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:
  - a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
  - b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
  - c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
  - d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
  - e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

### **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving

- sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
  3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
  4. Names and locations of HMA Supplier facilities to be used.
  5. List of all equipment to be used for paving.
  6. List of personnel and associated job classification assigned to each piece of paving equipment.
  7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
  8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
  9. A copy of the approved Mix Designs.
  10. Tonnage of HMA to be placed each day.
  11. Approximate times and days for starting and ending daily operations.

#### **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
  - a. The actual times of starting and ending daily operations.
  - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
  - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
  - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
  - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
  - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
  - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
  - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
  - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
  - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
  - a. When to start applying tack and coordinating with paving.
  - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating

- the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
- c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
  - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
  - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

#### **5-04.3(15) Sealing Pavement Surfaces**

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

#### **5-04.3(16) HMA Road Approaches**

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

#### **5-04.4 Measurement**

HMA CI. \_\_\_ PG \_\_\_, HMA for \_\_\_ CI. \_\_\_ PG \_\_\_, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

#### **5-04.5 Payment**

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA CI. \_\_\_ PG \_\_\_", per ton.

"HMA for Approach Cl. \_\_\_ PG \_\_\_", per ton.

"HMA for Preleveling Cl. \_\_\_ PG \_\_\_", per ton.

"HMA for Pavement Repair Cl. \_\_\_ PG \_\_\_", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. \_\_\_ PG \_\_\_", "HMA for Approach Cl. \_\_\_ PG \_\_\_", "HMA for Preleveling Cl. \_\_\_ PG \_\_\_", "HMA for Pavement Repair Cl. \_\_\_ PG \_\_\_", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Preparation of Untreated Roadway", per mile.

The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. \_\_\_ PG \_\_\_" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Preparation of Existing Paved Surfaces", per mile.

The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for all Work described under Section 5-04.3(4) with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. \_\_\_ PG \_\_\_" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Crack Sealing", by force account.

"Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

"Pavement Repair Excavation Incl. Haul", per square yard.

The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. \_\_\_ PG \_\_\_", per ton.

"Asphalt for Prime Coat", per ton.

The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

"Prime Coat Agg.", per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

"Asphalt for Fog Seal", per ton.

Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

"Longitudinal Joint Seal", per linear foot.

The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

"Planing Bituminous Pavement", per square yard.

The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

"Temporary Pavement Marking", per linear foot.

Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

"Water", per M gallon.

Payment for "Water" is described in Section 2-07.5.

"Job Mix Compliance Price Adjustment", by calculation.

"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.3(9)C6.

"Compaction Price Adjustment", by calculation.

"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)D3.

"Roadway Core", per each.

The Contractor's costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

"Cyclic Density Price Adjustment", by calculation.

"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B.

#### **5-04.3(17) TEMPORARY PAVEMENT (NEW SECTION)**

(\*\*\*\*\*)

Section 5-04.3(17) is added:

Temporary pavement is required to open areas to traffic during construction. These areas include the voids created by the removal of existing traffic islands and curbing, paving over excavated roadway and utility trenches to provide paved access to private properties, and ramps for property access during cement concrete approach construction. Temporary pavement shall be hot mix asphalt concrete pavement. All temporary paving shall be placed with a minimum thickness of 2 inches. All temporary paving shall be approved by the Engineer before placement. Any areas of temporary pavement to be removed and replaced shall be approved by the Engineer before placement. This work shall also include the removal of the temporary pavement prior to paving of final asphalt concrete pavement.

Temporary Pavement, Hot mix asphalt will be used for any trench restoration within the traveled way. Saw cut and treat edges with CSS-1 asphalt emulsion and apply a 3-inch pavement depth or as directed by the Engineer. Also, fill voids created by the removal of existing traffic islands and curbing, paving over excavated roadway to temporary access to adjacent properties, and ramps for property access during concrete approach construction.

Temporary Pavement, cold mix asphalt is allowed for any temporary paving outside the traveled way. The cold mix shall be approved by the Engineer and placed in a 2-inch minimum thickness. Placement of temporary pavement without prior approval of the Engineer shall be considered as a benefit of the Contractor and no cost to the owner. Any areas of temporary pavement to be removed and replaced require prior approval by the Engineer. This work shall include the removal of the temporary pavement prior to paving of final asphalt concrete pavement. The Contractor shall excavate and remove temporary pavement to the required subgrade depth to construct and install the proposed pavement section. Excavation and removal of temporary pavement, to subgrade depth, shall be considered included in the unit cost for "Temporary Pavement."

#### **5-04.4 MEASUREMENT**

(\*\*\*\*\*)

Section 5-04.4 is supplemented with the following:

(\*\*\*\*\*)

Temporary Pavement will be measured by the ton of material actually placed, with no deduction being made for the weight of liquid asphalt, blending sand, mineral filler, or any other component of the mixture. Temporary Pavement is defined as pavement placed and subsequently removed prior to the final hot mix asphalt and base course required by the typical sections on the Plans.

#### **5-04.5 PAYMENT**

(\*\*\*\*\*)

##### 5-04.5 Payment

Payment will be made in accordance with Section 1-04.1 for the following bid items when included in the proposal:

"Temporary Pavement", per ton.

**END OF DIVISION 5**

## **DIVISION 6 - STRUCTURES**

### **6-13 Structural Earth Retaining walls**

#### **6-13.1 DESCRIPTION**

Section 6-13.1 is Supplemented with the following:

Construction and Installation must conform to the manufacturer's specific requirements.

#### **6-13.2 MATERIALS**

(WSDOT GSP January 2, 2018)

Section 6-13.2 is supplemented with the following:

##### **Concrete Block Faced Structural Earth Wall**

Concrete block faced structural earth walls shall be constructed of only one of the following wall systems. The Contractor shall make arrangements to purchase the concrete blocks, soil reinforcement, attachment devices, joint filler, and all necessary incidentals from the source identified with each wall system:

##### **Allan Block Wall**

Allan Block Wall is a registered trademark of the Allan Block Corporation  
Allan Block Corporation  
7424 W 78th Street  
Bloomington, MN 55439  
(800) 899-5309  
FAX (952) 835-0013  
[www.allanblock.com](http://www.allanblock.com)

##### **GEOWALL Structural Earth Retaining Wall System**

GEOWALL is a registered trademark of Basalite Concrete Products, LLC 20  
Basalite Concrete Products LLC  
3299 International Place  
Du Pont, WA 98327-7707  
(800) 964-9424  
FAX: (253) 964-5005  
[www.basalite.com](http://www.basalite.com)

##### **Redi-Rock Positive Connection System**

Redi-Rock Positive Connection System is a registered trademark of Redi-Rock  
International, LLC 31  
Redi-Rock International, LLC  
05481 US 31 South  
Charlevoix, MI 49720  
(866) 222-8400  
FAX (231) 237-9521  
[www.redi-rock.com](http://www.redi-rock.com)

##### **Mesa Wall**

Mesa Wall is a registered trademark of Tensar Corporation 41  
Tensar Corporation  
2500 Northwinds Parkway Suite 500  
Atlanta, GA 30009  
(770) 334-2090  
FAX (678) 281-8546  
[www.tensarcorp.com](http://www.tensarcorp.com)

Landmark Retaining Wall System  
Landmark Retaining Wall System is a registered trademark of Anchor Wall Systems, Inc.  
Anchor Wall Systems, Inc.  
5959 Baker Road, Suite 390  
Minnetonka, MN 55345-5996  
4(877) 295-5415  
FAX (952) 979-8454  
www.anchorwall.com

KeyGrid Wall  
KeyGrid is a registered trademark of Keystone Retaining Wall Systems, Inc.  
Keystone Retaining Wall Systems, Inc.  
4444 West 78 h Street  
Minneapolis, MN 55435  
(800) 747-8971  
FAX (952) 897-3858  
www.keystonewalls.com

### **6-13.3 Construction Requirements**

Section 6-13.3 is supplemented with the following:

If an alternate wall system is proposed by the Contractor and accepted by the Engineer, the contractor shall be responsible for identifying the limits of excavation for the proposed wall substitution. All costs associated with the excavation limits, including but not limited to shoring for maintenance of roadway, driveways, building foundations, backfill and restoration shall be included in the unit price for the structural earth wall.

Only one style of precast concrete block shall be allowed on the project. once approved all precast bocks shall be of the same manufacturer and style for all structural earth walls.

Ends of walls shall have finished ends/corners blocks or be wrapped back into the slope so that unfinished ends are not visible. Exposed ends of levels at all wall steps shall also have finished end/corner blocks.

### **6-13.3 Construction Requirements**

Section 6-13.3(2) A 6. is modified as follows:

The geotechnical design parameters for the wall shall be as provided in the Geotechnical Report.

### **6.13.5 Payment**

Section 6-13 is supplemented with the following:

The unit Contract price per square foot for "Structural Earth Wall" shall be full payment for all costs to perform the Work in connection with constructing structural earth walls including geotextile reinforcing materials, drain material, drainpipe, leveling pads and copings when specified.

**END OF DIVISION 6**

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

## **7-02.4 Measurement**

Section 7-02.4 is supplemented with the following:

The access hatch and connecting risers are considered incidental to the design and construction of the box culvert.

(1/15/2020 PSS SP)

## **7-06 WORK AREA ISOLATION & TEMPORARY STREAM BYPASS (NEW SECTION)**

(\*\*\*\*\*)

Section 7-06 is a new section:

### **7-06.1 Description**

This work consists of installing, operating, maintaining, removing, and disposing of a temporary bypass system. This includes bulkbag isolation dams, bypass piping, fabrics, liners, fish exclusion block nets, pumps, and other materials required for the temporary bypass of influent surface waters and their exclusion from the work area.

### **7-06.2 Materials**

All materials shall be as detailed in the Plans.

### **7-06.3 Construction Requirements**

#### **7-06.3(1) General**

The Work shall include compliance with Washington State Water Quality Standards in WAC 173-201A, project permits, environmental commitments and these Provisions. The temporary stream bypass may be either a gravity or a pumped system, except as detailed in the plans. Pump screens must comply with the requirements in Section 7-06.3(4) of these Special Provisions.

Once a pumped diversion begins, the pump must run continuously until it is no longer necessary to bypass flows. The Contractor shall have back-up pumps on site and shall provide 24-hour monitoring of the pumping operation. Monitoring can be achieved by providing monitoring personnel on site or through remote sensing and instrumentation to verify operation of the bypass. If the Contractor elects to monitor by remote sensing and instrumentation, a Type 2 Working Drawing shall be submitted outlining how system operation will be monitored, how alerts will be made and how personnel will respond to a diversion system failure.

The temporary stream bypass, including water that is retained by the temporary stream bypass and any dewatering system, shall be located within the permitted impact areas as shown in the Plans. The upstream diversion dam shall be constructed to a height sufficient to prevent stream flow from entering the work area. Scour protection shall be provided at the outfall of the temporary stream diversion systems and dewatering system to prevent flow re-entering the stream channel from mobilizing streambed and embankment sediments as detailed in the Plans.

The temporary stream bypass shall be operational prior to performing any other work below the Ordinary High Water Mark.

#### **7-06.3(4) Dewatering Work Area**

Cedar Creek Culvert Replacement

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CIP No. CSD-0124

Dewatering the isolated in-water Work area (between the upstream and downstream diversion dams) shall occur at a rate slow enough to allow the Contracting Agency to safely capture and relocate all fish species and other aquatic organisms to avoid stranding, as determined by the Engineer.

All pumps used for dewatering shall have an intake covered with a fish screen, operated, and maintained in accordance with RCW 77.57.010 and RCW 77.57.070. Appropriate fish screens are as follows:

1. Perforated plate: 0.094 inch (maximum opening diameter);
2. Profile bar: 0.069 inch (maximum width opening); or
3. Woven wire: 0.094 inch (maximum opening measured on the diagonal).

The minimum open area for all types of fish screens is 27 percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. The fish screen must remain in place whenever water is withdrawn until the Contracting Agency Biologists confirm all fish have been removed. At that point, the Contractor may remove the fish screen to finish dewatering the work area.

#### **7-06.3(5) Inspection and Maintenance**

At a minimum, the Contractor shall perform the following activities once per day (including weekends and holidays):

1. Check for and correct leaks;
2. Ensure the fish block nets remain sealed to the channel substrate.

The fish block nets shall be kept clear of debris that could jeopardize the integrity of the nets. The Contractor shall perform the following activities a minimum of three times per day or when requested by the Engineer. On working days, these activities shall be performed at the start, middle, and at the end of the working day. On non-working days, these activities shall be performed between 6:00 am and 8:00 am, between 11:00 am and 1:00 pm, and between 4:00 pm and 6:00 pm:

1. Inspect the upstream and downstream fish block nets and remove debris;
2. Inspect the upstream fish block net and all screens and similar facilities for impinged fish;
  - a. The Contractor shall immediately notify the Contracting Agency when impinged fish are discovered.
  - b. Removal of impinged fish will be performed by the Contracting Agency.

The Contractor shall maintain a written record of all inspection and maintenance activities; record to be available at the request of the Engineer.

#### **7-06.3(6) Rewatering the Stream Channel**

The Contractor shall notify the Engineer a minimum of 7 calendar days in advance of rewatering the stream channel.

The Contractor shall introduce water to the new stream channel section and trap sediments until the stream section meets the requirements of these Provisions. Rewatering shall occur at a rate to avoid loss of surface water downstream while the new channel section is rewatered.

#### **7-06.3(7) Removal of the Temporary Stream Diversion**

The Contractor shall notify the Engineer two business days in advance of beginning the temporary stream diversion removal sequence.

Once the water in the new stream channel will meet the applicable turbidity standards, the Contractor may begin removal of the temporary stream diversion and reopening the stream channel to flow. Should the stream turbidity increase, the Contractor shall immediately take all corrective actions necessary to prevent the water from exceeding the turbidity standards. All Work within the channel, except for removal of the temporary erosion control items, shall be completed before the temporary stream diversion is removed. The Contractor must finish all construction activities within the limits of the Ordinary High Water Mark, including but not limited to culvert installation and creek bed channel restoration, before the Contracting Agency will remove the fish block nets.

All materials used for the diversion shall become the property of the Contractor and removed from the project limits, with the exception of any materials supplied by the Contracting Agency, unless otherwise specified by the Engineer.

#### **7-06.4 Vacant**

#### **7-06.5 Payment**

“Work Area & Temporary Stream Bypass” per lump sum.

Payment for Work Area Isolation & Temporary Stream Bypass will be paid as a lump sum in accordance with Section 1-09.9. The lump sum Contract price for “Work Area Isolation & Temporary Stream Bypass” shall be full payment to perform the Work as specified. Progress payments for the lump sum item “Work Area Isolation & Temporary Stream Bypass” will be made as follows:

1. Fifty percent of the bid amount will be paid following implementation of the temporary stream bypass system and resulting dewatering of the work area. Payment is contingent upon Engineer’s approval.
2. The remaining fifty percent of the bid amount will be paid following removal of all materials used for the temporary stream bypass system. Payment is contingent upon Engineer’s approval.

*(1/15/2020 PSS SP)*

### **7-20 SANITARY SEWER MANHOLE LID GASKETS**

#### **7-20.1 Description**

This work consists of installing Manhole Lid Gaskets on manhole covers at the locations noted in the Plans, intended to prevent inflow during flood events.

#### **7-20.2 Materials**

Each Manhole Lid Gasket shall be a continuous length of EPDM rubber and shall be bonded to the vertical edge of the manhole cover with marine-grade polyurethane-based adhesive. The Contractor shall ensure that the vertical edge of each manhole cover is clean and dry prior to installation and shall install per manufacturer’s recommendations. Once installed, each Manhole Lid Gasket shall be lubricated with a silicone-based valve sealant on the outward vertical face, creating a watertight seal between the gasket and the inside face of the manhole when seated.

#### **7-20.3 Measurement and Payment**

Manhole Lid Gaskets shall be paid in lump sum as part of the total Contract lump sum cost for Protection of Existing Utilities. Payment shall be contingent upon approval of the Engineer.

**END OF DIVISION 7**

## **DIVISION 8 - MISCELLANEOUS CONSTRUCTION**

### **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

**(June 20, 2017 COK GSP)**

#### **8-01.1 Description**

Section 8-01.1 is supplemented with the following:

Implementation of appropriate TESC BMPs at the appropriate construction phases is very important to prevent siltation of the subgrade, aggregate courses, and final permeable pavement. The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Contract Documents, Standard Specifications, Permit Conditions, the Contractor's "Stormwater Pollution Prevention Plan" (SWPPP) and as directed by the Engineer prior to clearing, grubbing, or grading or as necessary, as clearing and grading progress. Such measures shall include, but are not necessarily limited to:

- Commercial construction entrances per CK-E.02.
- Quarry Spall outfall pads for temporary erosion control
- Rock, Wattle, Compost sock check dams
- Straw mulch, netting and tackifier
- Concrete wash
- Baker tanks and/or Settling ponds
- Stabilized construction entrance / exit
- Inlet protection on existing and proposed drainage structures
- Reinforced silt fencing
- Plastic Covering
- Temporary pipe slope drains
- Temporary HMA Curb
- Disposal of sediments and materials
- TESC seeding
- Maintenance of BMPs including in the event of emergencies and as weather and field conditions dictate; and also including installation of additional BMPs which may become required as field and weather conditions evolve.
- Street sweeping and Cleaning
- ESC Lead per 8-01 of the Standard Specifications
- All materials, tools and equipment necessary to meet these requirements

The Contractor shall provide erosion control as required for all stockpiled materials at no cost to the Contracting Agency. The Engineer, in the event of an emergency, and as weather and field conditions dictate, may require additional erosion controls and BMPs.

#### **Site Specific BMPs and SWPPP Plan**

Temporary Erosion / Water Pollution Control notes and performance criteria are noted in the Contract Documents. The Contractor shall submit his or her own Storm Water Pollution Prevention Plan (SWPPP)

to the Contracting Agency for review and approval prior to the commencement of clearing, grubbing, or grading activities.

Water quality testing and discharge volume reporting required by the project permits shall be performed by the Contractor and is a condition of approval of the SWPPP. The reporting data shall be provided to the Engineer as soon as practical, at regular intervals and prior to reporting deadlines established in the permits. The Contractor will provide a copy of the reporting information within 24 hours of a request to do so by the Engineer. All costs to perform these reporting requirements are to be included in the lump sum contract price for "Erosion/Water Pollution Control".

**(June 20, 2017 COK GSP)**

**8-01.3 Construction Requirements**

Section 8-01.3 is supplemented with the following:

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other water that may occur as a result of construction operations.

Any area not covered with established, stable vegetation where no further work is anticipated for a period of 15 days, shall be immediately stabilized with the approved erosion and sedimentation control methods (e.g., seeding and mulching, straw). Where seeding for temporary erosion control is required, fast germinating grasses shall be applied at an appropriate rate (e.g., perennial rye applied at approximately 80 pounds per acre).

At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the Contracting Agency Construction Inspector.

The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the Contracting Agency.

**8-01.3(1) General**

**(June 20, 2017 COK GSP)**

**8-01.3(1)A Submittals**

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

**Stormwater Pollution Prevention Plan**

The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Department of Ecology requirements.

The Contractor shall incorporate the SWPPP implementation schedule into the Contractor's progress schedule. The SWPPP and implementation schedule shall be submitted in accordance with Sections 1-05.3 and 1-08.3.

In addition, the SWPPP shall outline the procedures to be used to prevent high pH stormwater. The plan shall include how the pH of the water will be maintained between pH 6.5 and pH 8.5 prior to being discharged from the project or entering surface waters. Prior to beginning any concrete or grinding work, the Contractor shall submit the plan, for the Engineer's review and approval.

The Ecology template can be found at the following link:

<http://www.ecy.wa.gov/programs/wq/stormwater/construction/>

The SWPPP is considered a “living” document that shall be revised to account for additional erosion control/pollution prevention BMPs as they become necessary and are implemented in the field during project construction. A copy of the most current SWPPP shall remain on-site at all times and an additional copy shall be forwarded to the Engineer. At the Contractor’s preference, revisions to the SWPPP may be forwarded to the Engineer rather than submitting a complete document. Revisions to the SWPPP may be kept on-site in a file along with the original SWPPP document.

**(June 20, 2017 COK GSP)**

**8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

Supplement the second paragraph with the following:

3. Inspecting all on-site erosion and sediment control BMPs at least once every five working days and within 24 hours of every runoff event. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but not be limited to the following:
  - a. When, where, and how BMPs were installed, maintained, modified, and removed.
  - b. Observations of BMP effectiveness and proper placement.
  - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
  - d. Approximate amount of precipitation since last inspection and when last inspection was performed.
4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
  - a. SWPPP Inspection Reports or Forms.
  - b. SWPPP narrative.
  - c. Other applicable permits.

**(June 20, 2017 COK GSP)**

**8-01.3(1)C Water Management**

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

The Contractor will be responsible for meeting the SWPPP requirements.

The Bid Item “Erosion/Water Pollution Control” shall include the cost of providing temporary detention/retention facilities as illustrated in the Contractor’s SWPPP Plan as well as modifications, additions and removals of such facility as dictated by the Contractor’s sequence of work and may include, but are not limited to:

1. Temporary detention/retention facilities such as ponds, Baker Tanks, or other facilities.
2. If any permanent stormwater facilities are utilized, such as the detention vault, for SWPPP compliance, the Contractor shall remove accumulated sediment and clean the facility prior to final acceptance at no additional cost to the Contracting Agency.
3. Temporary facilities such as wheel wash stations or similar.
4. Temporary construction entrances.

No additional compensation shall be made for construction, alteration, removal, maintenance, and any additional requirements necessary for “Erosion/Water Pollution Control”. No additional compensation shall be made for conflicts with existing or proposed improvements or construction sequencing of work when facilities are utilized to meet permit requirements.

### **8-02.3(8)A Dates and Conditions for Planting**

Supplement this section with the following:

Contractor shall take the following steps to prepare the site prior to planting:

1. After removal of erosion and sediment control BMPs, stabilize all bare and disturbed soil and dress sediment deposits remaining after BMP removal to conform to existing grade.
2. Where soil has been compacted or otherwise rendered inhospitable to plant growth (e.g. such as construction entrances) take the following measures to rehabilitate soil to facilitate plant growth.
3. Loosen subgrade to minimum depth of 8 inches.
4. Remove rubbish, stones larger than 3 inches diameter, and other extraneous matter to be legally disposed of off-site.
5. Thoroughly blend planting soil mix off-site before applying. Once applied, thoroughly blend into top 6 inches of the soil column.
6. Spread planting soil mix to a depth of 8 inches, but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
7. Finely grade to a smooth, uniform surface with loose, uniformly fine texture.

*(1/15/2020 PSS SP)*

### **8-02.4 Measurement**

Supplement this section with the following:

PSIPE Planting shall be measured by the square yard based on the planting zones shown in the Plans.

*(1/15/2020 PSS SP)*

### **8-02.5 Payment**

Supplement this section with the following:

“PSIPE Planting” per square yard.

PSIPE Planting shall be paid by the square yard based on the areas of the planting zones shown in the Plans. The unit Contract price for PSIPE Planting shall be full pay for all Work to perform as specified within the planting area for weed control, planting area preparation, planting, cleanup, and water necessary to complete planting operations to the end of first year plant establishment as specified by the Plans. This Work shall include installation of compost, mulch and erosion control fabric as specified by the Plans.

As the plants that include plant establishment are obtained, propagated, and grown, partial payments will be made as follows after inspection by the Engineer:

Payment of 5 percent of the unit Contract price, per square yard, when the plant materials have been contracted, propagated, and are growing under nursery conditions. The Contractor shall provide the Engineer with certification that the plant material has been procured or contracted for delivery to the project for planting within the time limits of the project. The certification shall state the location, quantity, and size of all material.

Payment will be increased to 20 percent of the unit Contract price, per square yard, upon completion of the initial weed control and planting area preparation Work, including soil amendment and installation of erosion control blanket as specified in the Plans.

Payment will be increased to 60 percent of the unit Contract price, per square yard, for the contracted plant material in a designated unit area when planted.

Payment will be increased to 70 percent of the unit Contract price, per square yard, for contracted plant material at the completion of the initial planting.

Payment will be increased to the appropriate percentage upon reaching the following plant establishment milestones:

June 30th (following project completion)	80 percent
September 30th (following project completion)	90 percent
Completion of first-year plant establishment or after all replacement plants have been installed, whichever is later	100 percent

Plant establishment milestones are achieved when planting areas meet conditions described in Section 8-02.3(13).

*(1/15/2020 PSS SP)*

**8-05 STREAMBANK AND CHANNEL STABILIZATION**

Section 8-05 is a new section:

**8-05.1 Description of Work**

This work consists of furnishing and installing streambank and channel stabilization structures shown in the plans, including Woody Toe Protection, Log Vanes, Rock Vanes, Flow Splits, and Bank Logs.

**8-05.2 Materials**

**8-05.2(1) Biodegradable Geotextile**

Biodegradable geotextile used in channel structures shall be woven coir cloth weighing no less than 2.5 ounces per square foot, except when the Plans specify "biodegradable non-woven geotextile." Biodegradable non-woven geotextile shall be non-woven coir matting with a minimum thickness of 2 inches.

**8-05.2(2) Log With Rootwad**

Log with rootwad is natural material, may vary in size, and shall meet the following requirements:

1. Each log with rootwad shall be a trunk of a native coniferous tree species with the length as designated in the Plans (measured from the cut end of the log to the middle of the rootwad mass).
2. Each log with rootwad shall be 10-inch minimum trunk diameter at breast height (DBH) measured 4.5-feet above the ground when the tree is standing and a maximum of 15-inch DBH, unless otherwise designated in the Plans. The cut end of the log shall be no more than 4 inches narrower than the DBH.
3. The rootwad diameter shall be a minimum of three feet with roots intact. Roots shall be free of rocks and soil.
4. Logs shall be free of soil and rocks, and rot and disease, and shall be structurally sound. Cleaning shall not strip logs of bark and small roots.

**8-05.2(3) Log Without Rootwad**

Log without rootwad is natural material, may vary in size, and shall meet the following requirements:

1. Each log without rootwad shall be a trunk of a native coniferous tree species with the length as designated in the Plans (measured from one cut end of the log to the other).
2. Each log without rootwad shall be 10-inch minimum trunk diameter at breast height (DBH) measured 4.5-feet above the ground when the tree is standing and a maximum of 15-inch DBH, unless otherwise designated in the Plans. The cut end of the log shall be no more than 4 inches narrower than the DBH.
3. Logs shall be free of soil and rocks, and rot and disease, and shall be structurally sound. Cleaning shall not strip logs of bark.

#### **8-05.2(4) Anchor Boulder**

Boulders used for anchors shall be of the size designated in the Plans and shall meet the requirements of Section 9-03.11(3).

#### **8-05.2(5) Sill Boulders**

Boulders used for sills in rock vanes, flow splits, and log vanes shall meet the following requirements:

1. Sill boulders shall have a minimum average diameter of 20 inches.
2. Sill boulders shall be relatively smooth and free of sharp edges and points.
3. Sill boulders shall be free of cracks and shall be structurally sound.
4. Sill boulders shall be made of a naturally occurring mineral that is insoluble in water and capable of resisting weathering. Slag and recycled materials will be rejected.
5. Sill boulders shall have at least two relatively flat faces that allow them to be securely stacked upon each other.

#### **8-05.2(6) Steel Cable**

Steel Cable used for in-stream structures shall be ½-inch diameter stainless steel wire rope with working loads of no less than 4,500 pounds and ultimate tensile strength of no less than 20,000 pounds.

#### **8-05.2(7) Cable Clamps**

Cable Clamps used for cable connections shall be stainless steel U-bolt wire rope clips for use with ½-inch wire rope. Cable Clamps shall be installed per manufacturer's recommendations.

### **8-05.3 Bank Log**

#### **8-05.3(1) Description**

This Work consists of furnishing and installing Bank Log structures where designated in the Plans.

#### **8-05.3(2) Bank Log Assembly**

Bank logs shall be assembled by anchoring one Log With Rootwad to a Ground Anchor using the Bank Log Cable Connection shown in the Plans. The Ground Anchor shall be a galvanized steel duckbill-style mechanical soil anchor rated for working loads of 5,500 pounds or greater. The Ground Anchor shall be driven to a depth of no less than 8 feet below finish grade and will be connected to a length of Steel Cable adequate to form the Bank Log Cable Connection shown in the plans. Once driven, the Ground Anchor shall be tested by applying no less than 4,000 pounds of upward force to the Steel Cable without exceeding that cable's working load, using a tension gauge for measurement. If a Ground Anchor yields during testing, it shall be abandoned in place and a new Ground Anchor shall be installed. Cable Staples used for Bank

Log Cable Connection shall be nominal ½" x 6" galvanized or stainless steel cable staples with no less than 1.5 inches between both points.

#### **8-05.4 Woody Toe Protection**

##### **8-05.4(1) Description**

Woody Toe Protection is a feature that uses of natural materials to reinforce the outer channel bank along a meander, as well as provide habitat in a pool with woody debris. The layering of coarse woody material, fine woody material, live stakes and sod mats or coir lifts create a stable interlocking matrix. The top layer of coir lifts provide vegetation and stability above low flow conditions.

##### **8-05.4(2) Materials**

###### **8-05.4(2)A Woody Material**

Coarse woody material may consist of root wads, logs, and tree trunks and shall be no smaller than six inches in diameter with different lengths interlocking together. Fine woody material shall be branches of various diameters and lengths that interlock together. Woody material shall be gathered from onsite trees and woody plants taken during the clearing and grubbing process.

###### **8-05.4(2)B Live Brush**

Live Brush material will consist of live branches that are of the length, size, and species as prescribed on the plans and as listed in the planting plan. Live Branch species shall be the same as those used for live stakes as specified in the Plans.

##### **8-05.4(3) Construction Requirements**

Construct Woody Toe Protection structures by first shaping the bankfull channel to the grades specified, including scour pools and placement of select backfill. Next, excavate enough bank and bed material to place the woody material for the structure. Excavate the outer meander bend down to maximum depth of the pool (thalweg) or to bedrock. Construct the woody toe and backfill matrix as shown on the detail drawings. The woody material and backfill matrix will cover the outer bank from the bottom (maximum depth) of the pool up to the low flow stage. Coarse woody material shall be placed on the bottom and smaller woody material shall be used between and on top of the coarse woody material to help fill voids and create a relatively smooth surface to place geotextile fabric. Woven geotextile fabric shall be placed on top of the woody material matrix. Next, install coir lifts on top of the woven geotextile to an elevation at bankfull stage as described by the Plans. Live whips or live stakes shall be installed into the coir mat during dormant planting season at a density of 1 per square foot.

#### **8-05.5 Log Vane**

##### **8-05.5(1) Description**

This work consists of preparing areas at which Log Vane structures are to be placed, excavation of channel material, furnishing and placing footing boulders, surface boulders, logs, geotextile fabric and select backfill, and finishing banks, structure slopes, and stream channel at the locations specified on the plans.

##### **8-05.5(2) Boulder Anchor Assembly**

Two ¾-inch diameter holes shall be drilled a minimum of six inches deep into each anchor boulder. After holes are drilled in the anchor boulders, the holes shall be cleaned using compressed air to blow out the dust and rock particles. After being cleaned, the holes in the boulder anchors shall be filled with epoxy adhesive in accordance with the manufacturer's instructions after inserting the u-shaped rebar as shown in the Plans. Note that the minimum amount of epoxy adhesive to place in each hole is equal to the amount necessary to fill the hole to the top with the ½-inch U-shaped rebar inserted. After epoxy adhesive has cured a minimum of 12 hours, the Contractor shall anchor the logs to the boulders with the Log Vane Cable Connection shown in the Plans. All logs shall be anchored such that there is no slack in the Steel Cable. The Steel Cable shall

be looped through the ½-inch U-shaped rebar and around the log in a groove as shown in the Plans. The overlapping ends of the Steel Cable shall be secured using Cable Clamps as shown in the Plans. Upon completion of the tie-off of the Steel Cable, the anchor boulder shall be pressed down into the native soil using the bucket of an excavator and backfilled with approved streambed material. The backfill material shall be compacted with an excavator bucket. Acceptance of Log Vane will be based upon inspection by the Engineer.

### **8-05.5(3) General Construction Requirements**

Trees marked for use in Log Vane structures and approved by the Owner and the Engineer shall be carefully excavated and downed. The Contractor shall first excavate around the base of the tree taking care to maintain the root ball. The Contractor shall then push the tree over with a track excavator or dozer. The top of the tree and limbs may then be cut so the log and root ball may be transported.

Construct Log Vane structures by first shaping the bankfull channel to the grades specified, including scour pools and placement of select backfill. Next, excavate enough bed material to place the footer log with root wad, vane log, and sill boulders. Place the vane logs at the angles and slopes shown on the plans. Check the elevations of where the log ties into the bank and the channel bottom in accordance with the Plans. Place biodegradable geotextile and smaller chinking material behind/upstream of the log vane as shown in the Plans. Secure geotextile fabric to log using two-inch non-galvanized roofing nails and by anchoring the bottom of the geotextile fabric using large cobble- and boulder-sized stone. Backfill the upstream side of the log vane with coarse streambed aggregate per section 9-03.11(4). All nails used to secure the geotextile fabric shall be covered with backfill. The geotextile fabric shall be completely covered and not visible. Place footing and surface boulders around the log vane invert and bank tie-in as shown on the plans.

Localized channel finishing is considered incidental for this item.

### **8-05.6 Measurement**

This section describes the measurement and payment for the five classes of stabilization features used for Streambank and Channel Stabilization: Rock Vanes, Flow Splits, Log Vanes, Woody Toe Protection, and Bank Logs. Measurement and payment for these features shall conform to Section 1-04.1.

Each stabilization feature shall be counted as a structure, with the exception of Woody Toe Protection. Each Woody Toe Protection feature shall be counted as a group of structures whose number is equal to the number of logs with rootwads therein.

### **8-05.7 Payment**

Payment will be made for each of the of the following Bid items that are included in the Proposal:

“Streambank and Channel Stabilization”, per lump sum.

Payment for Streambank and Channel Stabilization shall be per each structure, counting Woody Toe Protection as described elsewhere in the Special Provisions. The cost per structure shall be equal to the total Contract lump sum cost for Streambank and Channel Stabilization divided by the total number of structures. Payment for each structure shall be contingent upon approval of said structure by the Engineer.

## **8-12 CHAIN LINK FENCE AND WIRE FENCE**

### **8-12.2 Materials**

8-12.2 is supplemented with the following:

(January 2, 2018 WSDOT GSP)

#### **Coated Chain Link Fence**

Chain link fence fabric shall be hot-dip galvanized with a minimum of 0.8 ounce per square foot of surface area.

Fencing materials shall be coated with an ultraviolet-insensitive plastic or other inert material at least 2

mils in thickness. Any pretreatment or coating shall be applied in accordance with the manufacturer's written instructions. The Contractor shall provide the Engineer with the manufacturer's written specifications detailing the product and method of fabrication. The color shall match SAE AMS Standard 595 color number 27038 black or be as approved by the Engineer.

Samples of the coated fencing materials shall be approved by the Engineer prior to installation on the project. The Contractor shall supply the Engineer with 6 aerosol spray cans containing a minimum of 14 ounces each of paint of the color specified above. The touch-up paint shall be compatible with the coating system used.

(September 3, 2019 WSDOT GSP)

**Cable Fence**

Steel pipe shall conform to ASTM A 53, Grade B, Type E or S.

Steel bars, plates, and shapes shall conform to ASTM A 36.

Steel components shall be galvanized after fabrication in accordance with AASHTO M 111.

Resin bonded anchors shall conform to Section 6-02.2 as supplemented in these Special Provisions.

Proof coil chain shall conform to ASTM A413 Grade 30.

Spelter sockets and turnbuckles shall conform to the size and breaking strength requirements specific in the Plans, shall be compatible with the wire rope selected by the Contractor, and shall be galvanized after fabrication in accordance with AASHTO M 232.

Wire rope shall conform to one of the following:

1. ASTM A 603 with Class A weight zinc-coated wires throughout.
2. ASTM A 1023 with drawn galvanized wires throughout in accordance with ASTM A 1007. Acceptance of ASTM A 1023 wire rope is contingent upon the Contractor furnishing a Type 1 Working Drawing certifying that the lot of supplied wire rope has a minimum modulus of elasticity of 15,000 ksi when tested in accordance with ASTM A 931 Section 3.2.17.
3. Phillystran HPTG 27000 I as manufactured by:

Phillystran, Inc.  
151 Commerce Drive  
Montgomeryville, PA 18936-9628  
(215) 368-6611  
www.phillystran.com

**8-12.4 Measurement**

*(Special Provision)*

Section 8-12.4 is supplemented with the following:

Black Vinyl Coated Chain Link Fence installed will be measured per lineal foot.

Cable Fence will be measured by the linear foot along the line and slope at the base of complete fence.

**8-12.5 Payment**

*(Special Provision)*

Section 8-12.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following bid items when included

in the proposal:

“Black Vinyl Coated Chain Link Fence”, per lineal foot.

“Cable Fence”, per linear foot.

## **8-22 PAVEMENT MARKINGS**

### **8-22.1 Description**

Section 8-22.1 is supplemented with the following:

This work shall consist of furnishing, installing, and removing pavement markings on roadway in accordance with the Plans, City of Kirkland Pre-Approved Plans, and these Specifications, at locations shown in the Plans or as directed by the Engineer.

#### **Painted Pedestrian Symbol**

A SOLID WHITE marking, conforming to the details in the Contract.

### **8-22.2 Materials**

Pavement marking materials shall be as specified in Section 9-34 of the Standard Specifications and these Special Provisions.

### **8-22.3 Construction Requirements**

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

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

Any street sweeping necessary to prepare the roadway surface for pavement marking shall be incidental to the cost of associated pavement marking application.

#### **8-22.3(3) *Marking Application***

Two applications of paint will be required when the paint marking is to be applied to a newly paved surface or when the paint marking is not applied over an existing paint marking. The time period between applications shall be per the Standard Specification.

### **8-22.4 Measurement**

The fourth paragraph of Section 8-22.4 is revised as follows:

“Painted Pedestrian Symbol” shall be measured per each.

### **8-22.5 Payment**

Section 8-22.5 is supplemented with the following:

“Pedestrian Symbol”, per each.

## **8-30 RESOLUTION OF UTILITY CONFLICTS**

(\*\*\*\*\*)

Section 8-30 is a new section:

### 8-30.1 DESCRIPTION

This work involves the identification and resolution of utility conflicts not identified in the plans between proposed improvements and existing utilities. The Contracting Agency will pay these costs by force account if the work proves to be acceptable and the Contractor had performed the work with the authority of and due notice to the Engineer.

### 8-30.3 CONSTRUCTION REQUIREMENTS

The contracting agency may direct the Contractor to pothole existing utilities to verify the field location and depth. Potholing shall include excavation and backfilling of the existing utility, identification of the pipe or line size, material type and condition and the survey work to locate the facility horizontally and vertically. Survey information to be obtained shall include station and offset to center of utility and elevation at top of utility. Stations, offsets and elevations shall be to the nearest 0.1 foot unless greater accuracy is required. Potholes shall be backfilled with CSBC compacted to 95%, or with CDF, as directed by the Engineer. In areas subject to public traffic, the HMA patch shall match the depth of the surrounding pavement.

In the event that a conflict arises between the proposed improvements and an existing utility, the Resolution of Utility Conflicts item will compensate the Contractor for standby time and additional work in the following manner:

1. Standby time resulting from existing utility conflicts
  - a) Standby time is defined as time the Contractor is unable to proceed with progression of a specific work item (i.e. storm drainage, underground utility installation etc.) due to conflicts with existing facilities. However, payment for standby time shall be limited to:
    - (1) For each agreed upon conflict, a maximum of four (4) hours of standby time will be paid for actual delay of labor and equipment due to a utility conflict. The Contractor shall be responsible to adjust his work schedule and/or reassign his work forces and equipment to other areas of work to minimize standby time.
    - (2) If the conflict is resolved within one (1) hour of notification to the Engineer, no standby time will be paid.
2. Additional work required to resolve utility conflicts will be paid for at the bid unit prices for the associated work. Work that can be measured and paid for at the unit contract prices shall not be identified as force account work. This work includes but is not limited to:
  - (1) Storm drainage manhole, pipe, vault, and conduit realignments of line and/or grade for the storm drain and undergrounding of overhead utilities, to avoid existing utility conflicts.
  - (2) Additional storm drainage manholes, pipe, vaults, and conduit required by a change in alignment, and/or grade, not exceeding the limits set in section 1-04.4 of the Standard Specifications.

### 8-30.5 PAYMENT

Payment will be made in accordance with Section 1-04.1 for the following bid items when included in the proposal:

"Resolution of Utility Conflicts" will be paid by force account as provided in section 1-09.6.

All costs for resolving utility conflicts will be paid for by force account in accordance with section 1-09.6. To provide a common proposal for all bidders, the Contracting Agency has estimated the amount for "Resolution of Utility Conflicts" and "Potholing" and entered the amounts in the proposal to become a part of the total bid

by the Contractor. Utility conflicts due to the Contractor's actions or operations shall be resolved by the Contractor at no expense to the Contracting Agency.

**END OF DIVISION 8**

# DIVISION 9 - MATERIALS

## 9-03 AGGREGATES

### 9-03.8 Aggregates for Hot Mix Asphalt

#### 9-03.8(2) HMA Test Requirements

(March 10, 2010 APWA GSP)

Section 9-03.8(2) is supplemented with the following:

#### ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be 1.0 million.

### 9-03.11 Streambed Aggregates

#### Description

This Work consists of furnishing, mixing and placing aggregates for streams of the type specified at the locations and in conformity with the lines and dimensions shown in the Plans or as established by the Engineer. Aggregates for streams will be classified as follows:

Streambed Fine Sediment  
Streambed Sediment  
Streambed Cobbles 4"  
Streambed Cobbles 6"  
Streambed Cobbles 8"  
Streambed Cobbles 10"  
Streambed Cobbles 12"  
Streambed Boulders 12"-18"

Streambed Material shall be a mix of the following aggregates with the associated ratios, as called out in the plans.

Streambed Material Mix – Cedar Creek	
Streambed Sediment	40%
Streambed Cobbles 4"	30%
Streambed Cobbles 6"	30%

Coarse Streambed Aggregate shall be a mix of the following aggregates with the associated ratios, as called out in the plans.

Coarse Streambed Aggregate Mix – Cedar Creek	
Streambed Sediment	10%
Streambed Cobbles 8"	30%
Streambed Cobbles 10"	25%
Streambed Cobbles 12"	25%
Streambed Boulders 12"-18"	10%

**Materials**

All aggregates shall be made of naturally occurring minerals that are insoluble in water and capable of resisting weathering. Slag and recycled materials will be rejected.

Streambed Sediment and Streambed Cobbles may be available from the existing streambed as shown on Contract Plans. Components of the excavated streambed which meet the criteria for the specific material may be used to supplement the Streambed Sediment and Streambed Cobbles and will be based upon visual acceptance by the Engineer.

**9-03.11(1) Streambed Fine Sediment**

Sieve Size	Percent Passing
No. 4	99-100
No. 10	46-86
No. 40	26-40
No. 200	10-20

**9-03.11(2) Streambed Sediment**

Sieve Size	Percent Passing
2 1/2"	99-100
2"	65-95
1"	50-85
No. 4	26-44
No. 40	16 max.
No. 200	5.0-9.0

**9-03.11(3) Streambed Cobbles**

Approximate Size	4" Cobbles Percent Passing	6" Cobbles Percent Passing	8" Cobbles Percent Passing	10" Cobbles Percent Passing	12" Cobbles Percent Passing
12"					99-100
10"				99-100	70-90
8"			99-100	70-90	
6"		99-100	70-90		
5"		70-90			30-60
4"	99-100			30-60	
3"	70-90		30-60		
2"		30-60			
1 1/2"	20-50				
3/4"	10 max.	10 max.	10 max.	10 max.	10 max.

**9-03.11(4) Streambed Boulders**

Rock Size	Approximate Size
One Man	12"-18"
Two Man	18"-28"
Three Man	28"-36"
Four Man	36"-48"
Five Man	48"-54"
Six Man	54"-60"

**9.03.11(5) Construction Requirements**

After acceptance by the Engineer, Streambed Sediment and Streambed Cobbles shall be blended before placement to create Streambed Material and Coarse Streambed Aggregate as defined above. Acceptance of final mixture will be based upon visual inspection by the Engineer. The Contractor shall retain a separate stockpile of Streambed Fine Sediment during placement of Streambed Material and Coarse Streambed Aggregate. In all cases, Streambed Material and Coarse Streambed Aggregate shall be installed in lifts no more than 12 inches in depth. The Contractor shall apply water to each placed layer such that all interstitial voids are filled with fine particles to the extent feasible. If voids are still evident after washing, the Contractor shall place Streambed Fine Sediment on top of lift and continue to wash fine particles into the material until all voids are filled. The voids are satisfactorily filled when water equivalent to the flow rate of the stream does not go subsurface and there is visual acceptance by the Engineer. This procedure also applies to the installation of cobble aprons and coarse bands.

**9-03.11(6) Measurement**

All aggregates will be measured per ton.

**9-03.11(7) Payment**

Payment will be made in accordance with Section 1-04.1 for each of the following Bid items that are included in the Proposal:

“Streambed Sediment”, per ton

“Streambed Cobbles Mix”, per ton

“Streambed Boulders Mix”

The unit Contract price per ton for “Streambed Sediment”, “Streambed Cobbles Mix”, and “Streambed Boulders Mix” shall be full payment for all costs to perform the Work as specified. “Streambed Sediment” shall include Streambed Sediment and Streambed Fine Sediment as defined above. “Streambed Cobbles Mix” shall include all sizes of Streambed Cobbles described above. “Streambed Boulders Mix” shall include all Streambed Boulders 12”-18”.

**9-14 EROSION CONTROL AND ROADSIDE PLANTING**

**9-14.1 Topsoil**

(\*\*\*\*\*)

**9-14.1(1) Topsoil Type A**

**END OF DIVISION 9**

# PREVAILING WAGE RATES



**City of Kirkland**

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## PREVAILING WAGE RATES

Prevailing wage rates can be found at:  
[www.lni.wa.gov/tradeslicensing/prevwage/wagerates](http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates)

Use February 3rd, 2020

rates King County

A copy of the applicable wage rates is available for viewing in our office:

City Hall Annex  
310 1<sup>st</sup> Street  
Kirkland, WA 98033

The City of Kirkland will mail a hard copy of the applicable wage rates upon request.  
Send your request to the Project Engineer, or [jmuse@kirklandwa.gov](mailto:jmuse@kirklandwa.gov).

# APPENDIX A

## PLANS



**City of Kirkland**

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**INCLUDED IN ADDITIONAL  
DOCUMENT**



**City of Kirkland**

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# **APPENDIX B**

## **PRE-APPROVED PLANS**



**City of Kirkland**

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# APPENDIX C

## PERMITS



**City of Kirkland**

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# **APPENDIX C PERMITS**

**PERMITS PENDING AT  
TIME OF PUBLISHING**



**City of Kirkland**

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# **APPENDIX D**

## **GEOTECHNICAL REPORT**

**City of Kirkland**

# **APPENDIX E**

## **EASEMENTS**