

Set No. _____

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

**MAINTENANCE CENTER STORM
WATER POLLUTION
PREVENTION PLAN (SWPPP)
UPGRADES**

**CIP No. SDC1080000
Job No. 43-20-PW**



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

**CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS**

**MAINTENANCE CENTER STORM WATER POLLUTION PREVENTION PLAN
(SWPPP) UPGRADES
CIP NO. SDC1080000
JOB NO. 43-20-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.

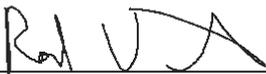


Steve Kingsley, PE
Principal
KPFF



Jacob McCann, SE
Principal
KPFF

Approved for Construction:



Rod Steitzer, P.E.
Capital Projects Manager



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City of Kirkland

INVITATION TO BID



City of Kirkland



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 Fifth Avenue, Kirkland, Washington, at 1:00 PM local time on Wednesday, September 23, 2020, for the project hereinafter referred to as:

MAINTENANCE CENTER STORM WATER POLLUTION PREVENTION PLAN (SWPPP) UPGRADES JOB NO. 43-20-PW

Due to Governor Inslee's Stay Home Stay Healthy proclamation, the public bid opening will be available online at the following link:

http://kirkland.granicus.com/player/camera/7?publish_id=1308

A recorded version will be posted online with the bid results. Bidders choosing to hand deliver their bids will submit their bids at City Hall. Entering at the North entrance of 123 5th AVE Kirkland, WA 98033, you will press the button for the RING doorbell on the door. Staff members will accept your bid and date/time stamp your submission.

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 a bond issued on a form acceptable to your surety 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 or emailed 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 **Maintenance Center Storm Water Pollution Prevention Plan (SWPPP) Upgrades Project**. Specific work includes, but is not limited to, site demolition, temporary erosion control, earthwork, asphalt paving, concrete paving, cast-in-place reinforced concrete walls with continuous spread footings, metal building framing with walls and roof, storm drainage utilities, and luminaires for the canopies and electrical wiring. The Base Bid includes the construction and associated work for two (2) bays. Alternate Bids A and B each include the construction of one (1) additional bay, for a total of four (4) bays with the Base Bid and Alternate Bids combined. The estimated cost range for the Base Bid of this project is \$650,000 to \$800,000. Contract Award will be made to the lowest, responsible, responsive bidder **based on the total Base Bid Schedule**.

The City will not sell bid packages. Plans, specifications, and addenda may be viewed and obtained online at 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.

The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Questions regarding this project shall be submitted in writing to Catherine Okamura, via e-mail (cokamura@kirklandwa.gov). Questions via phone or any other method will not be accepted. Bidders shall submit questions no later than 2:00 p.m. on September 16, 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.

Published: Daily Journal of Commerce – September 9, 2020; September 16, 2020

GENERAL INFORMATION, PROPOSAL, & CONTRACT



City of Kirkland



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.

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**



**MAINTENANCE CENTER STORM WATER
POLLUTION PREVENTION PLAN (SWPPP) UPGRADES**

CIP NO. SDC1080000

JOB NO. 43-20-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; 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 **MAINTENANCE CENTER STORM WATER POLLUTION PREVENTION PLAN (SWPPP) UPGRADES; JOB NO. 43-20-PW** for the following:

Note: The determination of the lowest responsible and responsive bidder will be made on the Base Bid Schedule. However, the Owner may award the Base Bid and either or both of the Alternate Bids (Alternate Bid A and/or Alternate Bid B).

<u>Schedules</u>	<u>Subtotal Bid Price</u> <u>(in figures)</u>	<u>Sales Tax (Rule 171)</u> <u>(in figures)</u>	<u>Total Bid Price</u> <u>(in figures)</u>
BASE BID	\$ _____	\$ _____	\$ _____
ALTERNATE BID A	\$ _____	\$ _____	\$ _____
ALTERNATE BID B	\$ _____	\$ _____	\$ _____

Total Base Bid (in words): _____

Total Alternate Bid A (in words): _____

Total Alternate Bid B (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:

MUST BE SUBMITTED WITH PROPOSAL

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

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 **MAINTENANCE CENTER STORM WATER POLLUTION PREVENTION PLAN (SWPPP) UPGRADES, JOB NO. 43-20-PW.**

**CITY OF KIRKLAND
BID SCHEDULE**

MAINTENANCE CENTER STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
UPGRADES

JOB NO. 43-20-PW

BASE BID SCHEDULE

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.

Item No.	Item Description	Spec Ref.	Est. Qty.	Unit	Unit Price	Amount
1	Mobilization	1-07	1	LS		
2	Record Drawings – Base Bid (Minimum Bid \$3,000)	1-05.18 SP	1	LS		
3	Removal of Structures and Obstructions	2-02 SP	1	LS		
4	Relocate Ecology Blocks	2-02 SP	1	LS		
5	SPCC Plan	1-07.15	1	LS		
6	Removing Cement Conc. Curb and Gutter	2-02 SP	85	LF		
7	Removing Asphalt Conc. Pavement	2-02	720	SY		
8	Sawcut	2-02 SP	740	LF		
9	Common Borrow Incl. Haul	9-03.14	360	CY		
10	Embankment Compaction	2-03	140	CY		
11	Controlled Density Fill	2-09	4	CY		
12	Crushed Surfacing Base Course	4-04	200	Ton		
13	Crushed Surfacing Top Course	4-04	48	Ton		
14	HMA CL. ½ In. PG 58H-22	5-04 SP	78	Ton		
15	Cement Concrete Pavement	5-05	43	CY		
16	Structure Excavation Class A Incl. Haul	2-09	765	CY		
17	St. Reinf. Bar for Retaining Wall	6-11	42,800	Lb		
18	Concrete Class 4000 for Retaining Wall	6-11	174	CY		
19	Metal Building Systems – Bay 1A	6-03 SP	1	LS		
20	Metal Building Systems – Bay 4	6-20 SP	1	LS		
21	Solid Wall PVC Storm Sewer Pipe 4 In. Diam.	9-05.12	175	LF		
22	Ductile Iron Sewer Pipe 8 In. Diam.	7-17	85	LF		
23	Ductile Iron Sewer Pipe 12 In. Diam	7-17	95	LF		

MUST BE SUBMITTED WITH PROPOSAL

24	Cleanout	7-19	4	EA		
25	Catch Basin Type 1	7-05	4	EA		
26	Catch Basin Type 2 48 In. Diam.	7-05	1	EA		
27	Structure Excavation Class B Incl. Haul	2-09	121	CY		
28	Seeding and Mulching	8-01	1	LS		
29	Erosion Control and Water Pollution Prevention	8-01	1	LS		
30	Illumination System	8-20 SP	1	LS		
31	Minor Changes	1-05	1	CALC	\$5,000	\$5,000

TOTAL COMPUTED PRICE (BASE BID SCHEDULE): \$ _____

MUST BE SUBMITTED WITH PROPOSAL

ALTERNATE BID A SCHEDULE

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.

Item No.	Item Description	Spec Ref.	Est. Qty.	Unit	Unit Price	Amount
A-1	Mobilization	1-07	1	LS		
A-2	Record Drawings – Alternate Bid A (Minimum Bid \$500)	1-05.18 SP	1	LS		
A-3	Relocate Ecology Blocks	2-02 SP	1	LS		
A-4	Removing Cement Conc. Pavement	2-02	111	SY		
A-5	Removing Asphalt Conc. Pavement	2-02	3	SY		
A-6	Sawcut	2-02 SP	134	LF		
A-7	Common Borrow Incl. Haul	9-03.14	39	CY		
A-8	Crushed Surfacing Base Course	4-04	34	Ton		
A-9	HMA CL. ½ In. PG 58H-22	5-04 SP	11	Ton		
A-10	Cement Concrete Pavement	5-05	8	CY		
A-11	Structure Excavation Class A Incl. Haul	2-09	86	CY		
A-12	St. Reinf. Bar for Retaining Wall	6-11	8,400	LB		
A-13	Concrete Class 4000 for Retaining Wall	6-11	41	CY		
A-14	Metal Building Systems – Bay 1B	6-20 SP	1	LS		
A-15	Solid Wall PVC Culv. Pipe 4 In. Diam.	7-04	75	LF		
A-16	Cleanout	7-19	2	EA		
A-17	Structure Excavation Class B Incl. Haul	2-09	25	CY		
A-18	Erosion Control and Water Pollution Prevention	8-01	1	LS		
A-19	Illumination System	8-20 SP	1	LS		

TOTAL COMPUTED PRICE (ALTERNATE BID A SCHEDULE): \$ _____

MUST BE SUBMITTED WITH PROPOSAL

ALTERNATE BID B SCHEDULE

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.

Item No.	Item Description	Spec Ref.	Est. Qty.	Unit	Unit Price	Amount
B-1	Mobilization	1-07	1	LS		
B-2	Record Drawings – Alternate Bid B (Minimum Bid \$1,000)	1-05.18 SP	1	LS		
B-3	Relocate Ecology Blocks	2-02 SP	1	LS		
B-4	Removing Cement conc. Pavement	2-02	245	SY		
B-5	Removing Asphalt Conc. Pavement	2-02	3	SY		
B-6	Sawcut	2-02 SP	350	LF		
B-7	Common Borrow Incl. Haul	9-03.14	107	CY		
B-8	Embankment Compaction	2-03	9	CY		
B-9	Controlled Density Fill	2-09	2	CY		
B-10	Crushed Surfacing Base Course	4-04	68	Ton		
B-11	Crushed Surfacing Top Course	4-04	36	Ton		
B-12	HMA CL. ½ In. PG 58H-22	5-04 SP	40	Ton		
B-13	Cement Concrete Pavement	5-05	26	CY		
B-14	Structure Excavation Class A Incl. Haul	2-09	203	CY		
B-15	St. Reinf. Bar for Retaining Wall	6-11	4,100	Lb		
B-16	Concrete Class 4000 for Retaining Wall	6-11	33	CY		
B-17	Metal Building Systems – Bay 2	6-20 SP	1	LS		
B-18	Solid Wall PVC Culv. Pipe 4 In. Diam.	7-04	50	LF		
B-19	Cleanout	7-19	2	EA		
B-20	Solid Wall PVC Culv Pipe 8 in Diam.	7-04	146	LF		
B-21	Connection to Drainage Structure	7-05	1	LS		
B-22	Structure Excavation Class B Incl. Haul	2-09	84	CY		
B-23	Erosion Control and Water Pollution Prevention	8-01	1	LS		
B-24	Illumination System	8-20 SP	1	LS		

TOTAL COMPUTED PRICE (ALTERNATE BID B SCHEDULE): \$ _____



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. Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for:



CITY OF KIRKLAND

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CITY OF KIRKLAND PUBLIC WORKS AGREEMENT

Version:063020

MAINTENANCE CENTER STORM WATER POLLUTION PREVENTION PLAN (SWPPP) UPGRADES
JOB NO. 43-20-PW

This agreement is made and entered into this _____ day of _____, 20____, by and between **CONTRACTOR NAME**, hereinafter called the "Contractor" and the City of Kirkland, hereinafter called the "City."

W I T N E S S E T H:

Whereas, pursuant to the invitation of the City extended through an officially published "Invitation to Bid," the Contractor did, in accordance therewith, file with the City a proposal containing an offer which was invited by said notice, and

Whereas, the City 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: "MAINTENANCE CENTER STORM WATER POLLUTION PREVENTION PLAN (SWPPP) UPRGRADES, Job No. 43-20-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. Invitation to Bid, as published by the City.
- B. Specifications prepared for this project by the City and named above by title.
- C. 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 City.
- E. Any written change orders, additions or deletions, if any, issued by the City, pursuant to this agreement.
- F. Indemnification and insurance provisions included in the project documents shall apply to this agreement.

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 City 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)

WA Contractor's Registration Number

Industrial Insurance Account Number

Uniform Business Identification (UBI) Number

Phone Number

(For corporations, LLC's and other legal entities)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the legal entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said legal entity, for the uses and purposes therein set forth, and on oath stated that he/she was authorized to sign said instrument.

Given under my hand and official seal this _____ day of _____, 2____.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing _____
Commission expires: _____

(For individuals and d/b/a's)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2____.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing _____
Commission expires: _____

CITY OF KIRKLAND

BY: _____
Tracey Dunlap, Deputy City Manager



PERFORMANCE BOND

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

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that **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 **MAINTENANCE CENTER POLLUTION PREVENTION PLAN (SWPPP) UPGRADES, Job #43-20-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, **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 **MAINTENANCE CENTER POLLUTION PREVENTION PLAN (SWPPP) UPGRADES, Job #43-20-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**

MAINTENANCE CENTER STORM WATER POLLUTION PREVENTION PLAN (SWPPP) UPRGRADES
JOB NO. 43-20-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**

MAINTENANCE CENTER STORM WATER POLLUTION PREVENTION PLAN (SWPPP) UPGRADES
JOB NO. 43-20-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 administration of this escrow and do hereby execute this agreement on this ____ day of _____, 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)

SPECIAL PROVISIONS



City of Kirkland

SPECIAL PROVISIONS

Supplement to

2020

**WSDOT Standard
Specifications**



City of Kirkland
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City of Kirkland Special Provisions

INTRODUCTION

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 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 MAINTENANCE CENTER STORM WATER POLLUTION PREVENTION PLAN (SWPPP) UPGRADES PROJECT.

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

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

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

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

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

City of Kirkland GSPs are commonly applicable to City of Kirkland projects. Denoted as: **(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 and Policies. Check the City's website for the most updated version:
https://www.kirklandwa.gov/depart/Public_Works/DevelopmentServices/Pre-Approved_Plans.htm.

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

DIVISION 1 - GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This contract includes surface water upgrades to the City of Kirkland's Maintenance Yard to remain in compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit including covered storage area for decant materials, covered storage for street patching materials, and covered storage for other materials to prevent entry into the surface water drainage system, new and replaced storm drain infrastructure, lighting, paving restoration, and other associated work. The Base Bid includes work associated with Bays 1A and 4. Alternate Bid A includes work associated with Bay 1B. Alternate Bid B includes work associated with Bay 2.

All work shall be in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

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” in Standard Specifications.

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.

(January 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

Special Provisions -8

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 (~~Advertisement~~ **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.

(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 (5)** business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

(*****)

1-02.4(2) Subsurface Information

Section 1-02.4(2) is supplemented with the following:

The geotechnical report is provided under a separate cover and for reference only.

(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.

(January 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.

(December 19, 2019 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
- UDBE Bid Item Breakdown (WSDOT 272-054)
- UDBE Trucking Credit Form (WSDOT 272-058)

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 48 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 Invitation** for Bids.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the **Call Invitation** for Bids for receipt of Bid Proposals, or received in a location other than that specified in the **Call Invitation** for Bids. 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 **Call Invitation** for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

(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.

(December 19, 2019 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 Bidder fails to submit a UDBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. 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.

(May 17, 2018 APWA GSP, Option A)

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.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) 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.

(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.

(January 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 as follows:

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 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF THE WORK

(January 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, and City of Kirkland Pre-Approved (Standard) Plans and Policies. 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.

(May 30, 2019 APWA GSP)

1-04.4(1) Minor Changes

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$5,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

(January 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

(January 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:

(January 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 sets 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	+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)
Sidewalk and Curb Ramp Elevations	+0.01 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 bench marks 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.

(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.

(January 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.

(January 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

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:

	Vertical	Horizontal
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.

Payment will be made for the following bid item:

Record Drawings – Base Bid (Minimum Bid \$ 3,000)	Lump Sum
Record Drawings – Alternate Bid A (Minimum Bid \$ 500)	Lump Sum
Record Drawings – Alternate Bid B (Minimum Bid \$ 1,000)	Lump Sum

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.

(November 19, 2019 COK GSP)

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-work days) 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. Add; 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.

Preparation of the Daily Diary by the contractor shall be incidental to the unit prices for applicable items document. No separate payment shall be made for preparation and maintaining the Daily Diary.

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

1-06 CONTROL OF MATERIAL

(January 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 Table 9-03.21(1)E 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

(January 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.

(May 13, 2020)

Supplement this section with the following:

In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these specifications, COVID-19 Health and Safety Plan (CHSP).

(January 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 Contractor and all subcontractors shall immediately report all accidents, injuries, and health hazards to the Owner, 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).

(May 13, 2020)

1-07.4(2) Health Hazards

Supplement this section with the following:

COVID-19 Health and Safety Plan (CHSP)

The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to beginning physical Work. The CHSP shall be based on the most current State and Federal requirements. If the State or Federal requirements are revised, the CHSP shall be updated as necessary to conform to the current requirements.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including State workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

COVID-19 Health and Safety Plan (CHSP) Inspection

The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

(***)**

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

The following permits have been obtained:

- City of Kirkland Building Permit: Building Non Residential (BNR) for the concrete walls.

The permits required for the Contractor to obtain include:

- City of Kirkland Building Permit for the metal building system.
- City of Kirkland Electrical Permit

(January 3, 2020 APWA GSP, Option A)

1-07.9(5) Required Documents

Delete this section and replace it with the following:

General

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

Intents and Affidavits

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

Penalties for Noncompliance

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

(January 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

(January 10, 2019 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."

(January 1, 2016 COK GSP)

1-07.16 Protection and Restoration of Property

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.

(January 1, 2020 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:

4. Water, sewer, storm, streets – minimum two working days in advance
5. Power (Electric and Natural Gas) – minimum 48 hours in advance
6. Telephone – minimum 30 days in advance
7. Natural Gas – minimum 48 hours in advance
8. Cable Television – minimum 48 hours in advance
9. 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	Nathen Hower	(425) 587-3900
Natural Gas	Puget Sound Energy	P.O. Box 97034 EST-11W Bellevue, WA 98009-9734	Jeanne Coleman	(425) 449-7410
Electric	Puget Sound Energy	35131 SE Center St Snoqualmie, WA 98065	Fremont Aguinaldo	(425) 223-0936
Telephone/FIOS	ZiPLY Fiber	P.O. Box 1127 Everett, WA 98206	Jay Schwab	(425) 263-4019
FIOS	Zayo	22651 83 rd Ave. S. Kent, WA 98032	Jason Accuradi	(971) 344-0530
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Joe Fordon	(425) 263-5348
Network	Verizon/MCI	11311 NE 120 th 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	David Freeman	(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 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.

(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:

1-07.18 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 claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

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

(January 1, 2016 COK GSP)

1-07.23 Public Convenience and Safety

Section 1-07.23 is supplemented with the following:

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

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

The Contractor shall conduct its work and take preventative measures so that dust or other particulate matter in the project area shall not become objectionable to the adjacent property owners or general public. Should the Owner determine the Contractor is not fulfilling its obligation in this regard; the Owner reserves the right to take such action as may be necessary to remedy the objectionable condition and to charge the Contractor with any cost that may be incurred in such

remedial action. All work shall be carried on with due regard for the safety of the public. **No driveway, whether public, commercial, or private, may be closed without prior approval of the Owner, project supervisor, or Engineer unless written authority has been given by the affected property owner.** The Contractor shall be responsible for notifying the affected property owners 24 hours in advance of scheduled interruptions to access.

(January 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.

(May 2, 2017 APWA GSP)

1-07.23(1) Construction under Traffic

Revise the third sentence of the second paragraph to read:

Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.

(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.

(January 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	
_____ _____ _____ <i>(Contractor's name and address)</i>	
DATE: _____ I, _____, hereby release _____, owner of _____, <i>(Contractor's name)</i>	
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 the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction 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:

(***)**

1-08.0(2) Hours of Work

Hours of work are between 7:00 a.m. to 4:00 p.m. After 3:00 p.m., the project site **will not be accessible for entry by the Contractor** and the center yard gate is programmed for **egress only** after 3:00 p.m.

Except in the event of an emergency, no work shall be done between the hours of 4:00 p.m. and 7:00 a.m., or weekends, or holidays observed by the City of Kirkland and identified in Section 1-08.5 of the Standard Specifications. If the proper and efficient prosecution of the work requires operations during the night, hours of operation more than 8 hours per day, or work weeks greater than 40 hours in duration, the written permission of the Owner shall be obtained before starting such items of the work and shall be in full compliance with terms therewith.

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 4:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after 4:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 4:00 p.m. is required. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

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

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

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:

STREET	FROM	TO
Central Way/NE 85th St	Market St	132nd Ave NE
Juanita Dr NE /NE Juanita Dr	NE 143 rd St (City Limits)	98th Ave NE
Juanita Woodinville Way	100 th Ave NE	NE 145 th St (City Limits)

Lake St/Lake Washington Blvd/Northup Wy	Central Way	Northup Way (City Limits)
Kirkland Ave/Kirkland Way	Lake St	NE 85 th 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 th 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 th Ave NE/116 th Way NE	120 th Ave NE
Simonds Rd NE	92 nd Ave NE (City Limits)	100 th Ave NE
Slater Ave NE	NE 116 th St	NE 124 th St
Totem Lake Blvd	NE 132nd St	124th Ave NE
3 rd Street/State Street	Central Way	NE 68 th Street/Lakeview Dr.
6 th St/6 th St S/108 th Ave NE	Central Way/NE 85 th St	South City Limits
90 th Ave NE/NE 131st Way/NE 132nd St	NE 134 th St	132nd Ave NE
120 th Ave NE/116 th Ave NE/116 th Way NE	NE 112 th St	NE 132 nd St
124th Ave NE	NE 85th St	NE 124th St
124th Ave NE	NE 132 nd St	NE 145 th PI (City Limits)

(January 1, 2016 COK GSP)

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

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

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

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

(May 30, 2019 APWA GSP, Option B)

1-08.1 Subcontracting

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify...".

(January 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 **three (3) copies** of a Type A Progress Schedule a **minimum of three (3) business days** prior to 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 Notice to Proceed and Prosecution of Work

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

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

(*****)

1-08.4 Prosecution of Work

Supplement the GSP immediately above this Section with the following:

In addition, prior to field work, the Contractor shall have completed submittals of the schedule, the SPCC plan, the SWPPP, and the TESC Plan. Ground-disturbing work shall not begin until City approval of the SPCC Plan and the SWPPP.

(April 6, 2020)

No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract, and a COVID-19 Health and Safety Plan (CHSP) has been prepared in accordance with Section 1-4 07.4(2) as supplemented in these specifications, **COVID-19 Health and Safety Plan (CHSP)**.

(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

(January 1, 2016 COK GSP)

Section 1-08.5 is supplemented with the following:

The Base Bid shall be physically completed in its entirety within 55 working days. Should Alternate Bid A be awarded, no additional working days will be added to the Contractor for Physical

Completion. Should Alternate Bid B be awarded, an additional 20 working days will be added to the Contractor for Physical Completion.

(January 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.

1-09 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.

(January 1, 2016 COK GSP)

Completion. Should Alternate Bid B be awarded, an additional 15 working days will be added to the Contractor for Physical Completion.

(January 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.

1-09 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.

(January 1, 2016 COK GSP)

1-09.2(1) General Requirements for Weighing Equipment

The second to last paragraph of Section 1-09.2(1) is supplemented with the following:

Trucks and Tickets

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

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

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

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

(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.

(January 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.

(November 30, 2018 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 36.01.050 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

(January 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 Alternative Dispute Resolution (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.

(November 30, 2018 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 36.01.050 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.

END OF DIVISION 1

DIVISION 2 - EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

(*****)

Section 2-02.1 is supplemented with the following:

Sawcutting

This work shall consist of sawcutting pavement the full depth of the pavement section where shown on the plans, and as designated by the Engineer. The location of sawcuts shall be along the limits of excavation. Pavement shall be sawcut prior to excavation work.

Sawcuts shall produce a clean vertical edge.

The Contractor is responsible for protecting the pavement edge after sawcutting. If the asphalt cracks near the sawcut, a second sawcut will be required at no additional compensation. The limits of the second sawcut will be established by the Engineer. The Contractor is hereby advised that depths of existing pavement are inconsistent.

Contractor shall follow Ecology Stormwater Management Manual (2014) guidelines pertaining to saw cutting shown below. Any additional equipment, labor, or materials required to meet the requirements below shall be considered incidental to the contract.

Slurry and cuttings shall be vacuumed during cutting and surfacing operations.

Slurry and cuttings shall not remain on permanent concrete or asphalt pavement overnight.

Slurry and cuttings shall not drain to any natural or constructed drainage conveyance.

Collected slurry and cuttings shall be disposed of in a manner that does not violate groundwater or surface water quality standards.

Process water that is generated during hydro-demolition, surface roughening, or similar operations shall not drain to any natural or constructed drainage conveyance and shall be disposed of in a manner that does not violate groundwater or surface water quality standards.

Cleaning waste material and demolition debris shall be handled and disposed of in a manner that does not cause contamination of water. If the area is swept with a pick-up sweeper, the material must be hauled out of the area to an appropriate disposal site.

The Contractor shall continually monitor operations to determine whether slurry, cuttings, or process water could enter waters of the state. If inspections show that a violation of water quality standards could occur, stop operations and immediately implement preventive measures such as berms, barriers, secondary containment, and vacuum trucks. The Contractor shall satisfy themselves of the nature of the pavement cuts to be made, and no additional allowance will be allowed regardless of depth or materials encountered.

Asphalt Removal

This item consists of demolition, removal and haul off of existing asphalt concrete pavement including curb, ramps, pathways, parking areas and roadway as shown on the plans and/or as designated by the Engineer as specified in Section 2-02 of the Standard Specifications. Asphalt concrete shall be removed without any subgrade or adjacent soil or other material that could prohibit recycling. All asphalt

concrete removed shall be hauled and recycled off site. Perimeter sawcutting shall be paid under a separate item.

For the purposes of bidding, the contractor is to assume the following existing roadway pavement conditions, unless otherwise shown on the plans:

- The existing pavement section is 4.5 inches of asphalt over granular material.

(*****)

Relocating Ecology Block

This work consists of relocating Ecology Blocks as shown in the Plans to a suitable location as directed by the Engineer.

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

(February 17, 1998)

Removal of Obstructions

*** Contractor shall remove existing light standard including base and foundation and associated conduits within the limits of the excavation. Cap and abandon conduit. ***

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

Section 2-02.3(3) is supplemented with the following:

(September 8, 1997)

The approximate thickness of the *** asphalt *** pavement is *** between 2 and 5 inches. Concrete pavement thickness is approximately 8 inches. ***.

2-02.4 Measurement

Section 2-02.4 is deleted in its entirety and replaced with the following:

(September 8, 1997)

Pavement removal will be measured by the square yard.

(September 8, 1997)

Curb removal will be measured by the linear foot.

(*****)

Measurement for "Sawcutting - Asphalt" shall be by the horizontal length of the cut in feet multiplied by the depth in inches.

(*****)

There will be no unit of measurement for the work to relocate Ecology Blocks.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

(September 30, 1996)

"Removing *** Cement Conc. *** Pavement", per square yard.

"Removing *** Asphalt Conc. *** Pavement", per square yard.

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(*****)

Payment for "Sawcutting - Asphalt" shall be by the Contract unit bid price per inch-foot, which payment shall be considered full compensation for all tools, equipment, labor, materials, and incidentals required to complete this work as specified herein. This bid item pertains to the sawcutting of asphalt pavement of all depths.

(*****)

Payment for "Relocate Ecology Blocks" shall be lump sum for all tools, equipment, and labor, required to complete this work as specified herein.

END OF DIVISION 2

DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.2 Materials

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

Section 5-04.2(2) is supplemented with the following:

(January 3, 2011)

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be ***
1.2 *** million.

END OF DIVISION 5

DIVISION 6 - STRUCTURES

(*****)

Add the following new section:

STEEL STRUCTURES

6-20 METAL BUILDING SYSTEMS

6-20.1 Description

This work consists of furnishing, fabricating, erecting, cleaning, and painting Metal Building Systems.

6-20.2 Materials

Section Includes

- A. Manufacturer-engineered, shop-fabricated structural steel building frame.
- B. Metal or fabric, wall and roof panels including gutters and downspouts.
- C. The metal building supplier is responsible for design, engineering, fabrication, and erection of the pre-fabricated steel building, and all related steel components as described in the Construction Documents and as needed for a complete building system. The foundations and slab shall be designed by the Owner's Structural Engineer and constructed by the General Contractor.
 - 1. All design and construction shall conform to the International Building Code latest edition and all other applicable codes and ordinances as adopted and amended by the City of Kirkland; the latest edition of A.I.S.C.; the latest edition of A.I.S.I.; and the MBMA. Metal Building Systems Design Practices Manual.
 - 2. The metal building structural design shall bear the seal of a Washington State registered Structural Engineer employed by the metal building supplier and shall conform to all applicable codes and specifications.
 - 3. The metal building supplier shall be responsible for conforming to all OSHA and WISHA safety standards. The metal building supplier is responsible for safety in and around the site and for the strength and stability of all partially completed steel structures.
 - 4. The metal building supplier shall, at their discretion, employ the aid of a Washington State registered Structural Engineer to design all temporary bracing and shoring necessary to complete the work described. In addition, the metal building supplier shall at their discretion consult with appropriate knowledgeable sources for items outside of their level of experience or competence.
 - 5. The metal building supplier shall notify the Architect and Engineer of Record of all field changes prior to installation or fabrication.

Assemblies

- A. Primary Framing: Rigid frame of rafter beams and columns, and wind bracing.
- B. Secondary Framing: Purlins, and other items detailed.

- C. Wall System: Preformed metal panels of vertical profile, with sub-girt framing/anchorage assembly and accessory components.
- D. Roof System: Preformed metal panels oriented parallel to slope, with sub-girt framing/anchorage assembly, and accessory components.

Framing

- A. Refer to Structural Notes for additional requirements. In case of conflicting information, Structural Notes govern.
 - 1. Welding Materials: Type required for materials being welded.
 - 2. Primer: SSPC-Paint 20, zinc rich.
 - 3. Grout: ASTM C1107/C1107M; Non-shrink; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
 - a. Minimum Compressive Strength at 28 Days: 8,000 pounds per square inch (55 MPa) at base plates; 5,000 pounds per square inch (35 MPa) at all other locations.
- B. Exterior Ferrous Metal Scheduled for Field Painting:
 - 1. Surface Preparation:
 - a. Unprimed Steel: SSPC SP11 Power Tool Cleaning to Level SP-6
 - b. Primed Steel:
 - 1) Step One – SSPC-SP1 Solvent Cleaning
 - 2) Step Two – SSPC SP3 Power Tool Cleaning of Welds
 - c. Galvanized Steel:
 - 1) Step One – SSPC SP1 Solvent Cleaning
 - 2) Step Two – Abrade using 3M brown metal finish pad
 - 2. Prime Coat: Tnemec Series 394.
 - a. One coat at 2.5 to 3.5 mils dry film thickness
 - 3. First Coat: Tnemec Series 27 F.C. Typoxy, at 2.0 to 6.0 mils dry. Tinted half tone of finish coat.
 - 4. Second Coat: Tnemec Series 750 UVX, at 2.5 to 5.0 mils dry.
 - a. Semi-Gloss Finish
 - 5. Apply to:
 - a. Bollards, framing, and mounting hardware, and other miscellaneous metal work

- b. Hot rolled structural steel rigid frame bents, beams, columns, baseplates, connectors, and bolts.
- c. Work of this article is not limited to the items listed above

Walls and Roof

- A. Steel Sheet: ASTM A792/A792M aluminum-zinc alloy coated to AZ50/AZM150.
- B. Joint Seal Gaskets: Manufacturer's standard type.
- C. Fasteners: Manufacturer's standard type, galvanized to comply with requirements of ASTM A153/A153M, finish to match adjacent surfaces when exterior exposed.
- D. Sealant: Manufacturer's standard type unless indicated otherwise.
- E. Trim, Closure Pieces, Caps, Flashings, Gutters, Downspouts, Fascias and Infills: Same material, thickness and finish as exterior sheets; brake formed to required profiles.

Roof System

- A. Provide manufacturer's standing seam metal roof system in accordance with the following requirements:
 - 1. Roll formed steel with a minimum yield of 50,000 psi with minimum 2-inch overlap, and minimum 2-inch high standing seams spaced at 16-inches o.c. Panel seams shall be self-locking factory sealed or machine sealed with concealed fastener clips mounted to roof structure. No through fasteners are permitted.
 - 2. Material and Coating: Minimum 24 gauge; Galvalume/Zincalume conforming to ASTM AZ50 made of 55% aluminum, 1.6% silicon and the balance zinc as described in ASTM A792. Minimum coating weight shall be 0.5 ounce per square foot.
 - 3. Exterior Finish Coating: Kynar 500 (Polyvinylidene Fluoride) consisting of a baked-on 0.15–0.20 mil corrosion resistant primer and a baked-on 0.70-0.80 mil finish coat with a specular gloss of 10-30% when tested in accordance with ASTM D-523-89 at 60 degrees. Colors selected from manufacturers standard colors.
 - 4. Sealant: Provide pre-installed, high-grade, butyl mastic, within the confines of panel's female leg, designed to seal against adjacent male panel leg.
 - 5. Attachment: Manufacturer's UL 90 concealed type, galvanized to ASTM A153 2.0 oz./sq. ft. UL Rated Clip: Sliding 22 gauge galvanized steel hook in combination with a double fastened 16 gauge galvanized base, both at Fy (MIN)=33 ksi. Clip hook shall have a shop-installed hot-melt butyl sealant for continuity of seal at clip locations.
 - 6. Uplift Rating: UL580 Class 90 or as determined using Chapter 30 of ASCE 7 in accordance with IBC Section 1609, whichever is greater.
- B. Roofing Accessories
 - 1. Provide flashings, manufacturer's standard accessories, and other items as necessary to completeness of standing seam roof installation.
 - 2. Gutters and downspouts: minimum 4-inch by 4-inch gutters and minimum 3-inch by 3-inch downspouts 24 gauge minimum galvanized steel complete with all

required outlet drops, elbows, and connecting hardware and meeting SMACNA requirements.

3. Downspout Adapter: Provide adapter to offset downspout at bottom to 6-inch diameter drain pipe.
4. Finish: Provide flashings and accessories pre-finished to match finish coating system specified for roofing. Gutters shall match fascia and downspouts match siding.

Siding & Soffit System

A. Provide Manufacturer's panel rib wall system in accordance with the following requirements:

1. Roll formed steel with a minimum strength yield of 50,000 psi, conforming to ASTM A-792. Provide continuous factory formed full-length panels throughout. Field formed panels are not acceptable.
2. Material and Coating: Minimum 24 gauge galvanized, Galvalume/Zincalume Galvalume/Zincalume conforming to ASTM AZ50 made of 55% aluminum, 45% zinc as described in ASTM A792. Minimum coating weight shall be 0.5 ounce per square foot.
3. Exterior Finish Coating: DuraTech 5000 (polyvinylidene Fluoride), full 70% Kynar 500 / Hylar 5000 consisting of a baked-on 0.15–0.20 mil corrosion resistant primer and a baked-on 0.70-0.80 mil finish coat with a specular gloss of 10-30% when tested in accordance with ASTM D-523-89 at 60 degrees. Colors selected from manufacturer's standard colors.
4. Joint Seal Gaskets: Manufacturer's standard type.
5. Fasteners: Per manufacturer recommendation; galvanized and finished to match adjacent exterior surface.

Design wind forces, for determining wind forces on cladding, shall be determined using Chapter 30 of ASCE 7 in accordance with IBC Section 1609.

6. Flashings: Material gauge and finish to match panels. Do not use lead or copper.
7. Profile Closures: Use neoprene or polyurethane foam, die-cut or formed to panel configuration.
8. Fabrication:
 - a. Unless otherwise shown on drawings, fabricate panels in continuous one-piece lengths and fabricate flashings and accessories in longest practical lengths.
 - b. Panels shall be factory correctively-leveled.
9. Sidelap Sealant: Factory-applied sidelap sealant when required. Field-applied sealant is not acceptable.

Components

- A. Framing and Trim: Provide door, window, and louver opening framing designed to withstand structural and wind loads described in structural notes. Provide flashing and trim as needed for weather tight installation and to complete exterior trim of openings.
- B. Steel Accessories:
 - 1. Roll formed steel with a minimum yield of 50,000 psi with minimum 2-inch overlap.
 - 2. Material and Coating: Minimum 20 gauge, Galvalume/Zincalume conforming to ASTM A792. Minimum coating weight shall be 0.5 ounce per square foot.
 - 3. All accessories shall be galvanized.

6-20.3 Construction Requirements

Structural Design Criteria

- A. The Pre-engineered Metal Building shall be designed in accordance with the requirements of the International Building Code (IBC), latest edition, as amended by the City of Kirkland and in accordance with, or exceeding, the minimum design loads as indicated in the Structural Notes.
- B. Welding shall be performed by a WABO-certified welder or be performed in a WABO-certified fabrication shop and have the special inspection report or WABO fabrication shop certification available on site.

Reference Standards

- A. AISC 360 - Specification for Structural Steel Buildings; 2010.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- D. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2014.
- E. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2013.
- F. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing; 2014.
- G. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality; 2014.
- H. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel; 2015.
- I. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.

- J. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2010 (Reapproved 2015).
- K. ASTM A992/A992M - Standard Specification for Structural Steel Shapes; 2011 (Reapproved 2015).
- L. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- M. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2014a.
- N. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2017.
- O. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions; 2015a.
- P. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2012.
- Q. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.
- R. IAS AC472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems; 2012.
- S. MBMA (MBSM) - Metal Building Systems Manual; Metal Building Manufacturers Association; 2012.
- T. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); 2002 (Ed. 2004).
- U. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies; Current Edition, Including All Revisions.

Submittals

- A. Product Data: For each type of metal building system component. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - 1. Structural Steel Framing Systems
 - 2. Metal Roof Panels
 - 3. Flashing and trim
 - 4. Accessories
- B. Shop Drawings: For the following metal building system components, for each separate building structure. Include plans, elevations, sections, details, loads, lateral/vertical design calculations and attachments to other work. Shop drawings and calculations shall be signed and sealed by a licensed professional engineer in the State of Washington responsible for their preparation.
 - 1. Anchor-Bolt Plans: Submit anchor-bolt plans before foundation work begins and a minimum of 14 days before start of foundation reinforcing shop drawing work.

Include location, diameter, and projection of anchor bolts required to attach metal building to foundation. Indicate column reactions at each location (vertical, uplift and lateral loads). Coordinate all column locations and details with foundation assumptions noted on structural drawings. Coordinate minimum anchor bolt quantities and diameters with information shown on structural drawings.

2. Structural-Framing Drawings: Show complete fabrication of primary and secondary framing; include provisions for openings. Indicate welds and bolted connections, distinguishing between shop and field applications. Include transverse cross-sections.
 - a. Show provisions for attaching roof curbs and other items or equipment mounted to the roof or walls.
 - b. Show loads, details, and all attachments associated with equipment supported from roof structure. GC to coordinate between all trades.
 - c. Show all steel, girts, and connections associated with bracing of exterior masonry and metal stud wall transitions as applicable. All girts and main frame deflections shall be designed to limit deflections at L/360 under live load conditions and L/240 under total load conditions. All main frame deflections shall be designed to limit lateral frame deflections at H/200 under wind and seismic load conditions. All girts and lateral main frame deflections shall be designed to limit lateral deflections at L/600 when laterally supporting masonry.
 3. Metal Roof Panel Layout Drawings: Show layouts of metal panels including methods of support. Include details of edge conditions, joints, panel profiles, corners, anchorages, trim, flashings, closures, and special details. Distinguish between factory- and field-assembled work; show locations of exposed fasteners.
 - a. As applicable, show all roof-mounted items including roof hatches, fall restraint components, equipment supports, pipe supports and penetrations, lighting fixtures, and items mounted on roof curbs.
 4. Accessory Drawings: Include details of the following items, at a scale of not less than 1-1/2 inches per 12 inches (1:8):
 - a. Flashing and trim.
 - b. Gutters.
 - c. Downspout locations.
- C. Samples for Initial Selection: For units with factory-applied color finish.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of sizes indicated below:
1. Metal Panels: Nominal 12 inches (300 mm) long by actual panel width. Include fasteners, closures, and other exposed panel accessories.
 2. Flashing and Trim: Nominal 12 inches (300 mm) long. Include fasteners and other exposed accessories.
 3. Accessories: Nominal 12-inch- (300-mm-) long Samples for each type of accessory.

- E. Submit structural calculations and construction documents, suitable for building permit application, to the City of Kirkland., showing conformance to design criteria and all applicable Codes and Ordinances. Obtain all additional permits required for the pre-engineered steel structure that are not included in the general building permit.
- F. Show all member sizes and locations; connection details; anchor bolt plan indicating quantity, diameter, embedment, location, and details; material properties; reactions to foundations.
- G. Show miscellaneous framing supports for mechanical, electrical, plumbing, and Owner-furnished equipment, fire protection systems, and for all penetrations through the building.
- H. Product Data: Provide data on profiles, component dimensions, fasteners.
 - 1. Provide metal building supplier's company brochure and qualifications, including a list of past projects, project description, location, and references.
 - 2. For preformed roofing and siding, and accessory products, provide manufacturer's technical information including basic materials, finishes and installation instructions.
- I. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections; wall and roof system dimensions, panel layout, general construction details, anchorages, along with anchor embedment's, and method of anchorage, installation; framing anchor bolt settings, sizes, and locations from datum, foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature.
- J. Samples: Submit two samples of precoated metal panels for each color selected, 24 by 24 inch (610_by_610 mm) in size illustrating color and texture of finish.
 - 1. Provide samples of preformed roofing and siding and other finish materials. Include samples of manufacturer's standard color selections on actual materials. Allow two weeks for Owner review and selection of colors.
- K. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.
- L. Manufacturer's Qualification Statement: Provide documentation showing metal building manufacturer is accredited under IAS AC472.
- M. Project Record Documents: Record actual locations of concealed components and utilities.
- N. Warranties: Provide copies of warranties described in Warranty paragraph of this section.

Quality Assurance

- A. Designer Qualifications: Design structural components, develop shop drawings, and perform shop and site work under direct supervision of a Professional Structural Engineer experienced in design of this type of work.
 - 1. Design Engineer Qualifications: Licensed in the State in which the Project is located.
 - 2. Comply with applicable code for submission of design calculations as required for acquiring permits.

3. Cooperate with regulatory agency or authorities having jurisdiction (AHJ), and provide data as requested.
- B. Perform work in accordance with AISC 360 and MBMA (MBSM).
 - C. Perform welding in accordance with AWS D1.1/D1.1M.
 - D. Manufacturer Qualifications: Company specializing in the manufacture of products similar to those required for this project.
 1. Not less than five (5) years of documented experience
 2. Accredited by IAS in accordance with IAS AC472.
 - E. Erector Qualifications: Company specializing in performing the work of this section with minimum five (5) years experience.
 - F. Make arrangements with Owner appointed independent special inspection and testing agency to allow testing, and periodic or continuous inspections as required by IBC 1705 and local authority having jurisdiction for the specific construction, fabrication, and erection techniques employed. Provide up-to-date fabricator qualifications and welder certification statements as required to perform work under state and local law. Metal building engineer is responsible for listing required IBC inspection requirements for the metal building construction and fabrication.

Warranty

- A. Manufacturer's Standard Warranty: Minimum 20 years for metal building system, factory-produced panels, seams, fasteners, etc.
- B. For fabric skin option 30 year warranty of finish and durability.
- C. Manufacturer's Product Warranty: Furnish Manufacturer's standard 20-year warranty of finish durability for siding and roofing.
 1. Include coverage for exterior pre-finished surfaces to cover pre-finished color coat against chipping, cracking or crazing, blistering, peeling, chalking, or fading. Include coverage for weather tightness of building enclosure elements after installation.
- D. Metal Building Supplier Warranty: Warrant metal building system, panels, flashings, sealants, fasteners, and accessories against defective materials and/or workmanship, to remain watertight and weatherproof with normal usage for twenty (20) years following Project Substantial Completion.
- E. General Contractor Warranty:
 1. The General Contractor shall provide a two (2) year guarantee on all workmanship and all building components.
 2. Upon notice of defect in writing to the Contractor during the guarantee period, the Contractor shall make necessary repairs or replacement of defective work at no cost to the Owner.
- F. Exterior finish: Manufacturer 25 year or better guarantee of no metals leaching.

Delivery, Storage, and Handling

- A. Deliver finish materials cartoned or crated to provide protection during transit and job storage. Inspect upon delivery for damage. Remove and replace damaged items as directed.
- B. Store all materials off of the ground on raised platforms. Keep stored material covered and protected from damage.

Design Criteria

- A. Design members to withstand loads as prescribed by the International Building Code (IBC) and the Structural Drawings.
- B. Design members to withstand UL 580 Uplift Class 90.
- C. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

Fabrication – Framing

- A. Fabricate members in accordance with AISC 360 for plate, bar, tube, or rolled structural shapes.
- B. Provide miscellaneous framing for equipment and other accessory components.
- C. Cooperate with and provide access to Owner appointed independent special inspection and testing agency for fabrication shop quality control tests and inspections.

Fabrication – Gutters and Downspouts

- A. Fabricate of same material and finish as roofing metal.
- B. Form gutters and downspouts to collect and remove water. Fabricate with connection pieces.
- C. Form sections in maximum possible lengths. Hem exposed edges. Allow for expansion at joints.
- D. Fabricate support straps of same material and finish as roofing metal, color as selected.
- E. Size according to SMACNA's "Architectural Sheet Metal Manual"

Finishes

- A. Framing Members: Clean, prepare, and shop prime. Do not prime surfaces to be field welded.
 - 1. All primary framing members shall be shop primed with 2.5 to 3.5 mils dry film thickness of SSPC-Paint 20 zinc-rich primer. The contractor shall repair all scarred primed surfaces after building erection.
 - 2. Surface preparation: SSPC-SP3 Power Tool Cleaning.
 - 3. All secondary framing members including purlins, girts, and bracing shall be unpainted galvanized steel.

- B. Exterior Surfaces of Roofing and Siding: DuraTech 5000 by AEP Span as indicated or approved equal.

Examination

- A. Verify that foundation, floor slab, mechanical and electrical utilities, and placed anchors are in correct position

Erection – Framing

- A. Erect framing in accordance with AISC 360.
- B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing.
- C. Set column base plates with non-shrink grout to achieve full plate bearing.
- D. Do not field cut or alter structural members without approval.
- E. After erection, prime welds, abrasions, and surfaces not shop primed.
- F. Cooperate with and provide access to Owner appointed independent special inspection and testing agency for field quality control tests and inspections.

Erection – Wall and Roof Panels

- A. Install in accordance with manufacturer's instructions.
- B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.
- C. Fasten cladding system to structural supports, aligned level and plumb.
- D. Locate end laps over supports. End laps minimum 2 inches (50 mm). Place side laps over bearing.
- E. Provide expansion joints where indicated.
- F. Use concealed fasteners.
- G. Install sealant and gaskets, providing weather tight installation.

Erection – Gutters and Downspouts

- A. Rigidly support and secure components. Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts.
- B. Slope gutters minimum 1/16 inch/ft (5.2083 mm/m). (5/8" / 10 ft.)
- C. Connect downspouts to storm sewer system.

Tolerances

- A. Framing Members: 1/4 inch (6 mm) from level; 1/8 inch (3 mm) from plumb.
- B. Siding and Roofing: 1/8 inch (3 mm) from true position.

Adjust and Clean

- A. Final Adjustments: Check and adjust finish items prior to final inspection.
- B. Test and adjust controls, and safety devices for proper operation.
- C. Refinish or replace any building elements that are damaged during installation. All elements shall be in new condition upon Substantial Completion.
- D. Remove debris from project site periodically as work proceeds and dispose of legally off site. Keep work areas and material storage areas free of debris and hazards. Remove all unused materials and debris from site upon completion of the work.

6-20.4 Vacant

6-20.5 Payment

Payment will be made for the following bid item when included in the proposal:

"Metal Building Systems", lump sum.

The lump sum contract price for "Metal Building Systems" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified.

END OF DIVISION 6

DIVISION 8 - MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

8-01.3(1)C Water Management

8-01.3(1)C4 Management of Off-Site Water

Section 8-01.3(1)C4 is supplemented with the following:

(August 6, 2012)

Off-site Stormwater

Stormwater is known to enter the project site at the following locations:

*** Northeast corner of the Maintenance Yard and approximately 200 feet north of the southeast corner via an enclosed storm drain. ***

Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical

8-20.3 Construction Requirements

8-20.3(13)B Canopy Light

(***)**

(CITY OF KIRKLAND Special Provision)

Section 8-20.3(13)B is supplemented with the following:

Canopy Light shall comply with Special Provisions Sections 9-29.9(3) and 9-29.10 and as described in these specifications.

Dimming: LED system capable of 0-10V continuous dimming for future use.

Identification: All luminaires installed shall have NEMA approved decal (3 inches square) attached to the housing so as to be readily visible from the ground, indicating lamp type by numerical code, i.e.: 40 for 400 Watt. Legends shall be a minimum of two (2) inches in height and be weather resistant.

Provide, install, and connect the canopy fixture. Luminaire installation shall be per manufacturer's recommendations.

Auxiliary power wiring devices shall be Hubbell, Leviton, or approved equal.

END OF DIVISION 8

DIVISION 9 - MATERIALS

9-29.9 BALLAST, TRANSFORMERS

9-29.9(3) LED Drivers

(*****)

(CITY OF KIRKLAND Special Provision)

Section 9-29.9(3) is a new section:

Suitable for LED board(s) employed.

Driver shall have reverse polarity protection, open circuit protection, require no minimum load. Minimum 80% efficiency. Class A noise rating.

Driver shall operate from 50/60 Hz input source of 120V through 277V or 347V through 480V with sustained variations of +/- 10% (voltage) with no damage to the Driver. See drawings for input voltage.

Driver output shall be regulated to +/- 5% across published load range.

Driver shall have a Power Factor greater than 0.90 for primary application to 50% of full load rating.

Driver input current shall have Total Harmonic Distortion (THD) of less than 20% to 50% of full load rating.

Driver shall have a Class A sound rating.

Driver shall have a minimum operating temperature of -40C (-40F).

Driver shall tolerate sustained open circuit and short circuit output conditions without fail and auto-resetting without need for external fuses or trip devices.

Driver performance requirements shall be met when operated to 50% of full load rating.

Driver shall be rated for UL Damp locations.

Driver shall have integral common mode and differential mode surge protection of 3kV(1.2/50µs, 2ohm combination wave).

Driver shall have integral thermal foldback to reduce driver power above rated case temperature to protect the driver if temperatures reach unacceptable levels.

Driver shall comply with NEMA 410 for in-rush current limits.

Driver shall incorporate an integral means of limiting surges to the LEDs.

Driver shall not contain any Polychlorinated Biphenyl (PCB).

Driver shall be Underwriters Laboratories (UL) recognized Class 2 per UL1310 or non-Class 2 per UL1012, as applicable.

Driver shall comply with applicable requirements of the Federal Communications Commission (FCC) rules and regulations, Title 47 CFR part 15, for Non-Consumer equipment.

Driver shall be RoHS compliant.

Driver shall be manufactured in a factory certified to ISO 9001 Quality System Standards.

Driver shall carry a five-year limited warranty from date of manufacture against defects in material or workmanship, including replacement.

Dimmable drivers shall be controlled by a Class 2 low voltage 0-10VDC controller with dimming range controlled between 0 and 10VDC with source current 150 μ A.

9-29.10 *Luminaires*

(*****)

(CITY OF KIRKLAND Special Provision)

Section 9-29.10 is replaced with the following:

General

Provide lighting fixtures with manufacturer's standard color unless specified otherwise.

If the fixture has doors, frames and other internal access, it shall be smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools.

Housings of exterior fixtures shall be rigidly formed, weather-tight, that will not warp, sag, or deform in use.

Fixtures shall be designed to prevent doors, frames, lenses, diffusers and other components from falling accidentally during relamping and when secured in operating condition.

All exposed trim, mounting hardware, and fasteners shall be vandal resistant stainless steel for exterior fixtures.

Plastic parts shall have a high resistance to yellowing and other changes due to aging, exposure to heat and UV radiation.

Gasketing shall use heat-and-aging-resistant gaskets to seal and cushion lenses and refractors.

Metal Parts

Corrosion resistant metal, (non-ferrous or special finish) and in all cases suitable for outdoor service without tarnishing or other damage due to exposure to a wet environment, manufacturer's standard colors unless specified otherwise, including screws, plates and brackets. All exposed fasteners shall be stainless steel.

Form and support metal parts to prevent warping and sagging.

Metal Parts shall be free of burrs and sharp corners and edges.

Light Transmitting Components

Shall be contained in a steel or aluminum frame which is hinged and which remains attached to the fixture when door is in open position.

Special Parts

Adapters, Plates, Brackets and Anchors: Provide where required by construction features of the site to suitably mount lighting fixture. All such appurtenances and mounting methods shall be approved by the Engineer prior to fabrication and installation.

Provide bracket arms and accessories with galvanized finish coating on the interior and exterior surfaces unless specified otherwise.

Bracket arms and accessories shall be rigidly formed, weather-tight, that will not warp, sag, or deform in use.

Provide weatherproof gasketing between dissimilar metals to prevent electrolysis and corrosion.

All mounting hardware shall be vandal resistant stainless steel unless otherwise noted.

LED Boards:

Provide LED Boards for each fixture with the exact type and number designed for or as noted in the Plans.

LED (Light Emitting Diode):

Comply with ANSI C78.377 chromaticity standard for classifications of color temperature. See luminaire schedule for specified LED lamp color and color temperature. Minimum 70 CRI. UL or ETL listed and labeled.

Chromaticity and color binning for a lighting system (designated by fixture type label) shall be within the 4th step MacAdam ellipse for 4000K to 5600K correlated color temperature.

Lamp life for white LEDs: 50,000 plus hours with lamp failure occurring when LED produces 70 percent of initial rated lumens.

LED light source manufacturers: Nichia, Cree, Osram/Sylvania, Lumileds, Bridgelux, Xicato or approved.

LED Fixtures:

LED manufacturer will include, but not be limited to, light source, luminaire, power supply and control interface with added components as needed for complete and functioning system.

Provide shop drawings detailing passive or active heat dissipation method.

Luminaire testing per IESNA LM-79, LM-80, and TM-21 procedures and results available upon request from the manufacturer.

Luminaire shall have full cutoff beamspread, emitting no light above the horizontal. Nominal beamspread shall be 110 degrees.

Minimum total luminaire lumens shall be 1600 lumens.

Luminaire shall be UL or ETL listed for wet locations, IP66 rated, NEMA 4X.

Warranty: LED systems and complete luminaires must have a manufacturer's warranty of five (5) years from date of substantial completion.

Suggested luminaire: Fail-Safe #FLL-2 series or approved equal.

Luminaire Placement:

The luminaire mounting height shall not interfere with typical operations and avoid damage from maintenance vehicles and equipment. Assumed 14' luminaire mounting heights at all locations for preliminary budget estimate. Point-by-point calculations shall be performed to verify fixture quantities, mounting heights and locations after the canopy designs have been finalized before ordering fixtures.

Illumination level recommendations:

IESNA G-1-16 recommendations for Storage Yards (taken at finished grade):
Basic: 0.5 – 2.0 footcandles (fc) average horizontal, 0.5 fc minimum, 6:1 average/minimum ration
Security Issues: 1.0 fc average minimum horizontal, 0.5 fc minimum, 6:1 average/minimum

City of Kirkland KZC Chapter 115.85.1:
Glare (to maximum extent possible) does not extend to adjacent properties or to the right-of-way.

Luminaire light loss factor shall be calculated with a 0.8 maintenance factor.

9-29.11(3) Photoelectric Controls with Motion Sensing

(*****)

(CITY OF KIRKLAND Special Provision)

Section 9-29.11(3) is a new section:

Provide 120V line voltage outdoor rated motion sensor with integral photocell, rated for use in temperature range of -40 to 130 degrees F. Passive Infrared (PIR) motion sensor shall have 270 degree coverage at a nominal maximum range of 52 feet when mounted at 8' above grade. Device shall have adjustable light level of 0.5 to 200 footcandles. Device shall be UL 773A rated raintight; UL 1571 rated for wet locations, UL listed, and with a 5-year warranty. Load rating shall be 0 - 1000W electronic ballast.

Locate sensor at 9' to have a clear view of all of the entrances to the storage bays and high enough to avoid vandalism. Provide multiple sensors at opposite ends on longer canopies for even coverage. Position and locate sensor per manufacturer's recommendations.

Lighting control sequence of operations shall be the following:

Photocell to turn off lights during adequate daylight hours. City of Kirkland to determine the illumination level to allow the lighting to turn on. Lighting at night shall be normally off unless motion is detected. The triggered motion sensor shall turn the lighting to full brightness and remain on while the sensor is activated. Lighting shall turn off when no activity is detected for 15 minutes.

Suggested photocell/motion sensor device: Wattstopper EW-200 or approved equal.

9-29.13(9) Lighting Power Sources

(*****)

(CITY OF KIRKLAND Special Provision)

Section 9-29.10 is replaced with the following:

Lighting for Bay 1-A shall be powered from the adjacent Vactor Storage Building, interior Panel NS, circuit 19. Panel NS is located on the west wall of the building next to the pedestrian door. Provide new 20 amp, 120V circuit breaker with short circuit rating to match existing breakers. This breaker shall power the new canopy lights. Trench to canopy location from the southeast corner of the building just west of the SE downspout to keep clear of Bay 1-B storage area. Provide GRS conduit and wiring buried 24" below grade to a WSDOT Type 1 handhole near the new canopy. Transition to exposed GRS conduit and wiring mounted to the canopy structure to feed the lights. Provide remote wet location photocell with motion sensor for full on/full off lighting control at night.

Lighting for Bay 2 shall be powered from the adjacent Fleet Maintenance Building, Panel XB, circuit 29. Provide new 20 amp, 120V circuit breaker with short circuit rating to match existing breakers. This breaker shall power the new canopy lights. Route GRS conduit inside building and penetrate east exterior wall with weatherproof seal and flexible liquidtight fitting before transitioning to exposed NEMA 4X junction box on new canopy. Transition to exposed GRS conduit and wiring mounted to the canopy structure to feed the lights. Provide remote wet location photocell with motion sensor for full on/full off lighting control at night.

Lighting for Bay 4 shall be powered from the adjacent Decant Facility. Tap circuit that feeds the existing wallpacks on the south face of the structure. Tap circuit upstream of the existing photocell to provide uninterruptible power to the new canopy lights. Route GRS conduit outside of the building and provide flexible liquidtight fitting before transitioning to exposed NEMA 4X junction box on new canopy. Transition to exposed GRS conduit and wiring mounted to the new canopy structure to feed the lights. Provide remote wet location photocell with motion sensor for full on/full off lighting control at night.

Lighting for Bay 1-B (Add Alternate) shall be powered from the adjacent Vactor Storage Building, interior Panel NS, circuit 19. Panel NS is located on the west wall of the building next to the pedestrian door. Provide new 20 amp, 120V circuit breaker with short circuit rating to match existing breakers. This breaker shall power to new canopy lights. Route GRS conduit inside building and penetrate east exterior wall with weatherproof seal and flexible liquidtight fitting before transitioning to exposed NEMA 4X junction box on new canopy. Transition to exposed GRS conduit and wiring mounted to the canopy structure to feed the lights. Provide remote wet location photocell with motion sensor for full on/full off lighting control at night.

END OF DIVISION 9

PREVAILING WAGE RATES



City of Kirkland

PREVAILING WAGE RATES

Prevailing wage rates can be found at:

www.lni.wa.gov/tradeslicensing/prevwage/wagerates

Use September 23, 2020 rates
(published date – use bid date)

King County

A copy of the applicable wage rates is available for viewing in our office:

City Hall Annex 310
1st 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.

APPENDIX A

PLANS (UNDER SEPARATE COVER)



City of Kirkland

APPENDIX B

PERMITS



City of Kirkland

APPENDIX B PERMITS
PERMITS PENDING AT TIME OF
PUBLISHING



City of Kirkland
