

Set No. _____

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

**NE 116th St
Crosswalk Upgrades
Job No. 37-20-PW
CIP No. NMC0120100**



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



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**CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS**

**NE 116th St Crosswalk Upgrades
CIP NO. NMC0120100
JOB NO. 37-20-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.



Kenneth Loen, P.E., AICP, ENV SP

Approved for Construction:

Rod Steitzer, P.E.
Capital Project Manager

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 2:00 PM local time on Thursday, September 17, 2020, for the project hereinafter referred to as:

NE 116th ST CROSSWALK UPGRADES PROJECT JOB NO. 37-20-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 NE 116th St Crosswalk Upgrades Project. Specific work includes, but is not limited to, concrete curb, asphalt pedestrian islands, Roadway reconstruction, push-button activated crossing beacons, channelization striping, landscaping and miscellaneous work (Base Bid). A bid alternate will include school zone flashing beacons and related equipment (Alternate Bid). The estimated cost for the base bid of this project is in a range of \$200,000 to \$250,000. Contract award will be made to the lowest, responsible, responsive bidder **based on the total base bid schedule**. The Owner, at their discretion, may award the base bid and bid alternate if enough funding is available.

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 Marius Eugenio Jr. via fax (425) 587-3844. Questions via phone or email will not be accepted. Bidders shall submit questions no later than 2:00 p.m. on September 14, 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 3, 2020; September 10, 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**



NE 116TH ST CROSSWALK UPGRADES

CIP NO. NMC0120100

JOB NO. 37-20-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 **NE 116TH ST CROSSWALK UPGRADES; JOB NO. 37-20-PW** for the following:

Schedule A (Base Bid) Total Computed Price (*in figures*): \$ _____

Schedule B (Alternate Bid) Total Computed Price (*in figures*): \$ _____

Washington State Sales Tax 10% (*in figures*): \$not applicable

Total of Base Bid Schedule (Schedule A) (*in words*): _____

Schedule B (*in words*): _____

Note: The determination of the lowest responsible and responsive bidder will be made on the base bid (Sum of Schedule A). However, the City may award the base bid and bid alternate (Schedules A and B) as the budget allows.

Receipt of Addenda No(s). _____ is hereby acknowledged.

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

CONTRACTOR (Firm Name)

Location or Place Executed: (City, State)

By

Name and title of person signing

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

Date

MUST BE SUBMITTED WITH PROPOSAL

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
NE 116TH ST CROSSWALK UPGRADES, JOB NO. 37-20-PW.

**CITY OF KIRKLAND
 BID SCHEDULE A – NE 116TH ST CROSSWALK UPGRADES (BASE BID)**

NE 116th St Crosswalk Upgrades
 JOB NO. 37-20-PW

Note: Unit prices for all items, all extensions, and the total amount of the bid must be shown. All entries must be typed or entered in ink.

Item No.	Item Description	Spec Ref.	Est. Qty.	Unit	Unit Price	Amount
A-1	MOBILIZATION	1-09	1	LS		
A-2	RECORD DRAWINGS, MIN BID \$2,000	1-05	1	LS		
A-3	PROJECT TEMPORARY TRAFFIC CONTROL	1-10 (SP)	1	LS		
A-4	SPCC Plan	1-07 (SP)	1	LS		
A-5	TRIMMING EXISTING TREES & VEGETATION	2-01	1	LS		
A-6	CLEARING AND GRUBBING	2-01	1	LS		
A-7	UTILITY POTHOLING	8-20 (SP)	1	LS		
A-8	SAWCUT ASPHALT CONCRETE, FULL DEPTH	2-02	200	LF		
A-9	REMOVE ASPHALT PAVEMENT	2-02	52	SY		
A-10	REMOVE CURB	2-02	70	LF		
A-11	REMOVE SIGN, TRAFFIC	2-02	4	EA		
A-12	REMOVE AND SALVAGE IRRIGATION EQUIPMENT	2-02 (SP)	1	LS		
A-13	REMOVE AND SALVAGE RRFB EQUIPMENT	2-02 (SP)	1	LS		
A-14	REMOVE DETECTABLE WARNING SURFACE	2-02	75	SF		
A-15	CEMENT CONC. SIDEWALK (RESTORATION)	8-14	20	SY		
A-16	CRUSHED SURFACING, 1-1/4 IN MINUS	4-04	4	CY		
A-17	CRUSHED SURFACING, 5/8 IN MINUS	4-04	6	CY		
A-18	STAMPED HMA	5-03 (SP)	105	SY		
A-19	HMA FOR PAVEMENT REPAIR	5-04	10	TN		
A-20	CEMENT CONC. PAVEMENT, CL 4000 (4 IN DEPTH)	5-05	52	SY		
A-21	EROSION/WATER POLLUTION CONTROL	8-01 (SP)	1	LS		
A-22	EXTRUDED CEMENT CONCRETE CURB	8-04	65	LF		
A-23	DETECTABLE WARNING SURFACE	8-14	165	SF		
A-24	PLASTIC CROSSWALK LINE, 24 IN	8-22	270	LF		
A-25	RRFB SYSTEM AT NE 116 TH ST AND 108 TH AVE NE	8-20 (SP)	1	LS		
A-26	JUNCTION BOX, TYPE 2	8-20	3	EA		
A-27	CONDUIT, PVC, 2 IN	8-20 (SP)	270	LF		

MUST BE SUBMITTED WITH PROPOSAL

A-28	SIGN REMOVAL	8-21	4	EA		
A-29	2" PVC RISER	8-20	1	EA		

TOTAL COMPUTED PRICE (BASE BID): \$ _____

**CITY OF KIRKLAND
BID SCHEDULE B – SCHOOL ZONE FLASHING BEACONS (ALTERNATE BID)**

NE 116th St Crosswalk Upgrades
JOB NO. 37-20-PW

Note: Unit prices for all items, all extensions, and the total amount of the bid must be shown. All entries must be typed or entered in ink.

Item No.	Item Description	Spec Ref.	Est. Qty.	Unit	Unit Price	Amount
B-1	MOBILIZATION	1-09	1	LS		
B-2	RECORD DRAWINGS, MIN BID \$500	1-05	1	LS		
B-3	PROJECT TEMPORARY TRAFFIC CONTROL	1-10 (SP)	1	LS		
B-4	SOLAR POWERED SCHOOL ZONE FLASHING BEACON SYSTEM	8-20 (SP)	2	EA		
B-5	EXISTING SERVICE CONDUCTOR REMOVAL	8-20	1	LS		

TOTAL COMPUTED PRICE (ALTERNATE BID): \$ _____



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:

“(1) 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:

(a) Within one hour after the published bid submittal time, 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; or

(b) Within forty-eight hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation.

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."

Each bidder shall submit a list of:

1. HVAC, plumbing, electrical, structural steel installation, and rebar installation 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 relating to work described in RCW 39.30.060.

**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: _____

HVAC Item Numbers: _____

Subcontractor Name: _____

Plumbing Item Numbers: _____

Subcontractor Name: _____

Electrical Item Numbers: _____

Subcontractor Name: _____

Structural Steel Installation Item Numbers: _____

Subcontractor Name: _____

Rebar Installation 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
NE 116TH ST CROSSWALK UPGRADES
JOB NO. 37-20-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 "Owner."

WITNESSETH:

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

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

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "NE 116TH ST CROSSWALK UPGRADES, Job No. 37-20-PW"

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

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

Section 2. In consideration of faithful compliance with the terms and conditions of this agreement, whether set forth herein or incorporated by reference, the Owner shall pay to the Contractor, at the times and in the manner provided in said specifications, the total sum of _____ dollars (**\$_____**) which sum is subject, however, to increase or decrease in such proportion as the quantities named in said proposal are so changed, all as in said specifications and proposal provided.

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

CONTRACTOR (Firm Name)

Signature of authorized officer

Name and title of officer (print or type)



PERFORMANCE BOND

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

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that **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 **NE 116TH ST CROSSWALK UPGRADES, Job #37-20-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 **NE 116TH ST CROSSWALK UPGRADES, Job #37-20-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**

NE 116TH ST CROSSWALK UPGRADES
JOB NO. 37-20-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**

NE 116TH ST CROSSWALK UPGRADES
JOB NO. 37-20-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 **NE 116TH ST CROSSWALK UPGRADES**.

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.

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

DIVISION 1 - GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This contract provides for the improvement of crosswalks and RRFB installations, school speed zone flashing beacons (bid alternate), and other work, all 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".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

(January 24, 2011 APWA GSP)

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

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

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

1-02.1(1) Supplemental Qualifications Criteria

Add the following new section:

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

(1/1/2016 COK GSP)

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

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

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

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

Supplemental Criteria. Contracting Agency acknowledges that Change Orders (changes, extra work, requests for equitable adjustment and claims (defined as including demands for money or time in excess of the contract amount or contract time)) are ubiquitous on public works construction projects. The expeditious resolution of Change Orders is critical to the on budget and on time successful completion of a public works project. Thus, the City has established the following relevant supplemental bidder responsibility criteria applicable for the project:

1. Criterion. The bidder must demonstrate a record of successful and timely resolution of Change Orders including compliance with public contract Change Order resolution

procedures (e.g. timely notice of event giving rise to the Change Order, timely submission of a statement of the cost and/or impact of the Change Order unless the bidder is able to show extenuating circumstances that explain bidder's failure to timely provide such information to the satisfaction of Contracting Agency.

2. Documentation. As evidence that the bidder meets the supplemental responsibility criteria, after bids are opened and within two (2) business days of the public notice of Contracting Agency's tabulation of bids, the lowest responsive bidder must submit the following documentation of public works projects completed within the previous three (3) years and include for each project the following:
 - a. The Owner and contact information for the Owner;
 - b. A listing of Change Orders and a signed statement from the bidder that the project timelines concerning resolution of Change Orders was complied with, and if not, provide a written explanation of what the bidder believes to be the extenuating circumstances excusing compliance with the Contract Change Order notice and claim provisions.

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

(June 27, 2011 APWA GSP)
1-02.2 Plans and Specifications

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (~~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 **5** business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

(March 8, 2013 APWA GSP)

1-02.4(2) Subsurface Information

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

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

(July 31, 2017 APWA GSP)

1-02.5 Proposal Forms

Delete this section and replace it with the following:

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

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

(June 20, 2017 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 fourth paragraph and replace it with the following:

The Bidder shall submit with the Bid a completed Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification, when required by the Special Provisions. For each and every UDBE firm listed on the Bidder's completed Underutilized Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that UDBE firm that the UDBE is in agreement with the UDBE participation commitment that the Bidder has made in the Bidder's completed Underutilized Disadvantaged Business Enterprise Utilization Certification. WSDOT Form 422-031U (Underutilized Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose. Bidder must submit good faith effort documentation with the Underutilized Disadvantaged Business Enterprise Utilization Certification only in the event the bidder's efforts to solicit sufficient UDBE participation have been unsuccessful. Directions for delivery of the Underutilized Disadvantaged Business Enterprise Written Confirmation Documents and Underutilized Disadvantaged Business Enterprise Good Faith Effort documentation are included in Sections 1-02.9

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

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

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

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

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

(March 8, 2013 APWA GSP)

1-02.7 Bid Deposit

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

(1/1/2016 COK GSP)

1-02.8 Noncollusion Declaration and Lobbying Certification

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

Conflict of Interest

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

(July 31, 2017 APWA GSP, Option A)

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

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

If the project has FHWA funding and requires UDBE Written Confirmation Document(s) or Good Faith Effort (GFE) Documentation, then to be considered responsive, the Bidder shall submit Written Confirmation Documentation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification, form 272-056U, as required by Section 1-02.6. The UDBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The document(s) shall be received **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes" document shall be received either with the Bid Proposal or **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

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

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, GFE documentation, or Certification of Compliance with Wage Payment Statutes) that is received after the time specified above, or received in a location other than that specified in the **Call Invitation** for Bids.

(July 23, 2015 APWA GSP)

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Delete this section, and replace it with the following:

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

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

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

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

(June 20, 2017 APWA GSP)

1-02.13 Irregular Proposals

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

(July 31, 2017 APWA GSP, Option 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.

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

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.

(1/1/2016 COK GSP)
1-03.4 Contract Bond

Revise the first paragraph to read:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner, and
 - c. Have an A.M. best rating of A:VII or better.
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

(1/1/2016 COK GSP)

In accordance with RCW 39.08.010, on contracts of twenty-five thousand dollars (\$25,000) or less, at the option of the Contractor the Owner may, in lieu of the bond, retain fifty percent (50%) of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

(October 10, 2008 APWA GSP)

1-03.4(1) Retainage in Lieu of Contract Bond

For contracts of \$35,000 or less, the Contractor may, at the Contractor's option, authorize the Contracting Agency to retain ten percent (10%) of the contract amount in lieu of furnishing a performance and/or payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

(July 23, 2015 APWA GSP)

1-03.7 Judicial Review

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction.

1-04 SCOPE OF THE WORK

(1/1/2016 COK GSP)

1-04.1 Intent of the Contract

Section 1-04.1 is supplemented with the following:

All materials, tools, labor, and guarantees thereof of required to complete the work shall be furnished and supplied in accordance with the Plans, these Special Provisions, the Standard Specifications, 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 25, 2006 APWA GSP; may not be used on FHWA-funded projects)

1-04.6 Variation in Estimated Quantities

Supplement this Section with the following:

The quantities for **CEMENT CONC. SIDEWALK (RESTORATION)** and **HMA FOR PAVEMENT REPAIR** have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

(July 23, 2015 APWA GSP, Option B; may not be used on FHWA-funded projects)

1-04.6 Variation in Estimated Quantities

Revise the first paragraph to read:

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

(1/1/2016 COK GSP)

1-04.11 Final Cleanup

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

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

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

The Contractor shall:

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

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

1-05 CONTROL OF WORK

1-05.4 Conformity with and Deviations from Plans and Stakes

Add the following two new sub-sections:

(1/1/2016 COK GSP)

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

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

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

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

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

1. Construction centerline or an offset to construction centerline shall be staked at all angle points and 100-foot intervals on tangents.
2. Offset stakes of JUT Centerline at all angle points and at 50-foot intervals on tangents
 - a. Cut/fill shall reference the elevations of the lowest conduit.
 - b. Offset shall reference the location of the center of trench and list the width of the trench section.
3. Offset stakes of all structure control/location points shown on the undergrounding Plans.
 - a. Each vault, handhold, and junction box shall have a 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	+ .01 foot
Alignment	+ .01 foot (between successive points)
Superstructure Elevations	+ .01 foot (from plan elevations)
Substructure Elevations	+ .05 foot (from plan elevations)
Sidewalk and Curb Ramp Elevations	+ .01 foot (from plan elevations)

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

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

(October 1, 2005 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	+ .01 foot
Alignment	+ .01 foot (between successive points)
Superstructure Elevations	+ .01 foot (from plan elevations)
Substructure Elevations	+ .05 foot (from plan elevations)

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

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

(1/1/2016 COK GSP)

Measurement

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

Payment

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

“Construction Surveying”, per lump sum.

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

(October 1, 2005 APWA GSP)

1-05.7 Removal of Defective and Unauthorized Work

Supplement this section with the following:

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

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

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

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

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

(1/1/2016 COK GSP)

1-05.9 Equipment

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

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

(1/1/2016 COK GSP)

1-05.10 Guarantees

Section 1-05.10 is supplemented as follows:

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

(October 1, 2005 APWA GSP)

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's

request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

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

(March 8, 2013 APWA GSP)

1-05.12 Final Acceptance

Add the following new section:

1-05.12(1) One-Year Guarantee Period

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

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

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

(August 14, 2013 APWA GSP)

1-05.13 Superintendents, Labor and Equipment of Contractor

Delete the sixth and seventh paragraph of this section.

(March 25, 2009 APWA GSP)

1-05.15 Method of Serving Notices

Revise the second paragraph to read:

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

(October 1, 2005 APWA GSP)

1-05.16 Water and Power

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 (Minimum Bid \$ 2,000)	Lump Sum
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Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

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

1-06 CONTROL OF MATERIAL

(1/1/2016 COK GSP)

1-06.1 Approval of Materials Prior to Use

Section 1-06.1 is supplemented as follows:

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

(June 27, 2011 AWWA GSP)

1-06.1(4) Fabrication Inspection Expense

Delete this section in its entirety.

(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

(1/1/2016 COK GSP)

1-07.1 Laws to Be Observed

Section 1-07.1 is supplemented with the following:

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

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

Compliance with Laws

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

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

(1/1/2016 COK GSP)

Contractor's Safety Responsibilities

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

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

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

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

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

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

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

(4/6/2020 APWA GSP)

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). A copy of the CHSP developed by the Contractor shall be submitted to the Engineer as a Type 2 Working Drawing.

(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).

(4/7/2020 APWA GSP)

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 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. The plan shall contain the following minimum elements:

1. The CHSP shall identify all standards, guidance, publications, and sources on which it is based. Those standards may include references to OSHA, WISHA, and CDC publications that are current at the time the CHSP is prepared.
2. The CHSP shall identify a responsible individual from the Contractor who is responsible for implementation of the CHSP. The individual(s) contact information shall be listed in the CHSP.
3. The CHSP shall specifically identify the project for which it is applicable, and if applicable, shall address project work areas outside the project limits such as staging areas or yards.
4. The CHSP shall identify the PPE and administrative and engineered controls necessary to maintain a safe site. This includes but is not limited to: sanitation resources, screening stations, safety briefings, controlling access, and personal protective equipment (PPE) needed to protect workers from COVID-19.
5. The CHSP shall identify measures for screening and managing workers or visitors to areas identified in the CHSP. The plan shall include procedures should a person exhibit symptoms of COVID-19.
6. The CHSP shall identify how the plan will be updated as new work activities are added with each two week look-ahead schedule. The CHSP updates shall identify the number of workers, crews, work tasks, and the degree of congestion or confinement workers will experience for the work activities in the two week look-ahead schedule.
7. The CHSP shall include how the Contractor will ensure everyone on the site has been trained on the CHSP requirements. This includes subcontractors, suppliers, and anyone on the project site.

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.

(July 18, 2016 APWA GSP, Option C)

1-07.11 Requirements for Nondiscrimination

Supplement this section with the following:

Voluntary Minority, Small, Veteran and Women's Business Enterprise (MSVWBE) Participation

General Statement

Voluntary goals for minority, small, veteran and women business enterprises are included in this Contract. The Contractor is encouraged to utilize MSVWBEs in accordance with these

Specifications, RCW 39.19 and Executive Order 13-01 (issued by the Governor of Washington on May 10, 2013).

No preference will be included in the evaluation of the Contractor's Proposal or Bid; no minimum level of MSVWBE participation is required as a condition of award or completion of the Contract; and a Proposal or Bid will not be rejected or considered non-responsive on that basis.

The goals are voluntary and outreach efforts to provide MSVWBEs maximum practicable opportunities are encouraged.

Non-Discrimination

Contractors shall not create barriers to open and fair opportunities for all businesses, including MSVWBEs, to participate in the Work on this Contract. This includes the opportunity to compete for subcontracts as sources of supplies, equipment, construction or services.

The Contractor shall make Voluntary MSVWBE Participation a part of all subcontracts and agreements entered into as a result of this Contract.

Voluntary MSVWBE Participation Goals

Goals for voluntary MSVWBE participation have been established as a percentage of Contractor's total Bid amount.

The Contracting Agency has established the following voluntary goals:

Minority	10%
Small	5%
Veteran	5%
Women	6%

Amounts paid to an MSVWBE will be credited to every voluntary goal in which they are eligible. In other words participation may be credited for participation in more than one category. If the Contractor is a MSVWBE their Work will be credited to the voluntary goals in which they are eligible.

Definitions

Minority Business Enterprise (MBE) – A minority owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women's Business Enterprises.

Small Business – A business meeting the Washington State requirements for a "Small business", "Minibusiness" or "Microbusiness as defined in RCW 39.26.010 and included on the WSDOT Office of Equal Opportunity list of Small Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

Veteran Business – A veteran owned business meeting the requirements of RCW 43.60A.010 and included on the WSDOT Office of Equal Opportunity list of Veteran Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

Women Business Enterprise (WBE) – A women owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women's Business Enterprises.

MSVWBE Inclusion Plan

A MSVWBE Inclusion Plan shall be submitted to the Engineer prior to the start of Work on the project. The plan is submitted for the Contracting Agency's information. Approval of the plan is not required; an incomplete plan will be returned for correction and resubmittal. The plan shall

include the information identified in the guidelines at <http://www.wsdot.wa.gov/EqualOpportunity/MSVWBE.htm>.

MSVWBE Reporting

An end of project Report of Amounts Paid to MSVWBEs shall be submitted to the Engineer after Physical Completion of the Contract. The end of project report is due 20 calendar days after the physical completion of the project has been issued.

The end of project report shall include payments to all eligible businesses regardless of their listing on the MSVWBE Inclusion Plan. If the Contractor is a MSVWBE the amounts paid by the Contracting Agency for Work performed by the Contractor shall also be reported.

MSVWBE Payment

All costs for implementation of the requirements for Voluntary MSVWBE Participation shall be included in the associated items of Contract Work.

(1/1/2016 COK GSP)

1-07.14 Responsibility for Damage

Section 1-07.14 is supplemented with the following:

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

1-07.15 Temporary Water Pollution/Erosion Control

(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."

Special Provisions -31

Revise the second sentence of the first paragraph of Implementation Requirements to read as follows:

The Contractor shall update the SPCC Plan monthly and maintain a copy of the updated SPCC Plan on the project site.

Supplement the Implementation Requirements with the following requirements

The SPCC Plan shall be prepared as part of the work of Bid Schedule A and shall apply to Bid Alternate Schedule B should Schedule B be executed.

Contract. The Plan shall include the following minimum requirements:

1. All pollutants, including waste materials, demolition debris and wash water, including work of Final Cleanup, that occur onsite shall be handled and disposed of in a manner that does not cause contamination of storm water.
2. Cover, containment, and protection from vandalism shall be provided for all chemicals, liquid products, petroleum products, and non-inert wastes present on the site (see WAC Chapter 173-304 for the definition of inert waste). On-site fueling tanks shall include secondary containment.
3. Hazardous chemicals, such as cleaning agents and solvents, shall be stored in an approved chemical storage facility(ies), located in the equipment staging area. When using chemicals, care shall be taken to guard against spillage. In the event of a chemical release, the appropriate authorities shall be contacted, and the spill is to be cleaned up immediately.
4. All equipment shall be inspected regularly to detect any leaks or spills and to identify any necessary maintenance. Maintenance and repair of heavy equipment and vehicles involving oil changes, hydraulic system drain down, solvent and de-greasing cleaning operations, fuel tank drain down and removal, and other activities which may result in discharge or spillage of pollutants to the ground or into storm water runoff must be conducted in a designated area using spill prevention measures, such as drip pans. Contaminated surfaces shall be cleaned immediately following any discharge or spill incident. Emergency repairs may be performed on-site using temporary plastic placed beneath and, if raining, over the vehicle.
5. BMPs shall be used to prevent or treat contamination of storm water runoff by pH modifying sources. These sources include, but are not limited to, bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, waste streams generated from concrete grinding and sawing, exposed aggregate processes, and concrete pumping and mixer washout waters. Storm water discharges shall not cause or contribute to a violation of the water quality standard for pH in the receiving water.

Concrete Handling

1. Concrete work can generate process water and slurry that contain fine particles and high pH, both of which can violate water quality standards in the receiving water. This BMP is intended to minimize and eliminate concrete process water and slurry from entering waters of the state.
2. Concrete truck chutes, pumps, and internals shall be washed out only into formed areas awaiting installation of concrete or asphalt.
3. Unused concrete remaining in the truck and pump shall be returned to the originating batch plant for recycling.
4. Hand tools including, but not limited to, screeds, shove ls, rakes, floats, and trowels shall be washed off only into formed areas awaiting installation of concrete or asphalt.
5. Equipment that cannot be easily moved, such as concrete pavers, shall only be washed in areas that do not directly drain to natural or constructed storm water conveyances.
6. Washdown from areas such as concrete aggregate driveways shall not drain directly to natural or constructed storm water conveyances.

7. When no formed areas are available, wash water and leftover product shall be contained in a lined container. Contained concrete shall be disposed of in a manner that does not violate groundwater or surface water quality standards.
8. Containers shall be checked for holes in the liner daily during concrete pours and repaired the same day.

Sawcutting and Surfacing Pollution Prevention

1. Sawcutting and surfacing operations generate slurry and process water that contains fine particles and high pH (concrete cutting), both of which can violate the water quality standards in the receiving water. This BMP is intended to minimize and eliminate process water and slurry from entering waters of the State.
2. Slurry and cuttings shall be vacuumed during cutting and surfacing operations.
3. Slurry and cuttings shall not remain on permanent concrete or asphalt pavement overnight.
4. Slurry and cuttings shall not drain to any natural or constructed drainage conveyance.
5. Collected slurry and cuttings shall be disposed of in a manner that does not violate groundwater or surface water quality standards.
6. 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.
7. 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.
8. 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.

Material Delivery, Storage and Containment

1. Prevent, reduce, or eliminate the discharge of pollutants from material delivery and storage to the storm water system or watercourses by minimizing the storage of hazardous materials onsite, storing materials in a designated area, and installing secondary containment.
2. Temporary storage area should be located away from vehicular traffic and away from waterways or storm drains.
3. Material Safety Data Sheets (MSDS) should be supplied for all materials stored. Chemicals should be kept in their original labeled containers.
4. Hazardous material storage on-site should be minimized.
5. Hazardous materials should be handled as infrequently as possible.
6. During the wet weather season (Oct 1 -April 30), consider storing materials in a covered area.
7. Materials should be stored in secondary containments, such as earthen dike, horse trough, or even a children's wading pool for non-reactive materials such as detergents, oil, grease, and paints. Small amounts of material may be secondarily contained in "bus boy" trays or concrete mixing trays.
8. Do not store chemicals, drums, or bagged materials directly on the ground. Place these items on a pallet and, when possible, in secondary containment.
9. If drums must be kept uncovered, store them at a slight angle to reduce ponding of rainwater on the lids to reduce corrosion. Domed plastic covers are inexpensive and snap to the top of drums, preventing water from collecting.

10. Liquids, petroleum products, and substances listed in 40 CFR Parts 110, 117, or 302 shall be stored in approved containers and drums and shall not be overfilled. Containers and drums shall be stored in temporary secondary containment facilities.
11. Temporary secondary containment facilities shall provide for a spill containment volume able to contain precipitation from a 25 year, 24 hour storm event, plus 10% of the total enclosed container volume of all containers, or 110% of the capacity of the largest container within its boundary, whichever is greater.
12. Secondary containment facilities shall be impervious to the materials stored therein for a minimum contact time of 72 hours.
13. Secondary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills shall be collected and placed into drums. These liquids shall be handled as hazardous waste unless testing determines them to be non-hazardous.
14. Sufficient separation should be provided between stored containers to allow for spill cleanup and emergency response access.
15. During the wet weather season (Oct 1 -April 30), each secondary containment facility shall be covered during non-working days, prior to and during rain events.
16. Keep material storage areas clean, organized and equipped with an ample supply of appropriate spill clean-up material (spill kit). The spill kit should include, at a minimum: 1- Water Resistant Nylon Bag; 3-Oil Absorbent Socks 3"x 4'; 2-Oil Absorbent Socks 3"x 1 0'; 12- Oil Absorbent Pads 17"x19"; 1-Pair Splash Resistant Goggles' 3-Pair Nitrile Gloves; 10- Disposable Bags with Ties; Instructions.

Payment

Revise the third paragraph to read:

The remaining 50 percent of the lump sum price will be pro-rated over the working days of the executed Contract. The Engineer may review the updated SPCC at least once per month. If the SPCC has not been updated to the satisfaction of the Engineer upon one or more of such reviews each month, and thus rejected, the work for this item shall not be paid for that month and the overall payment shall be reduced by that amount.

1-07.16 Protection and Restoration of Property

(1/1/2016 COK GSP)

1-07.16(3) Fences, Mailboxes, Incidentals

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

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

(1/1/2016 COK GSP)

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

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

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

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

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

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

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

Utility	Agency/Company	Address	Contact	Phone
Water/Sewer	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Josh Pantzke	(425) 587-3900
Storm Drainage	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Josh Pantzke	(425) 587-3900
Water / Sewer (North area of Kirkland)	Northshore Utility District	6380 NE 185th St Kenmore, WA 98028	George Matote	(425) 398-4400
Street	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Nathen Hower	(425) 587-3900
Natural Gas / Electric	Puget Sound Energy	P.O. Box 97034 EST-11W Bellevue, Washington 98009-9734	Jeanne Coleman	(425) 449-7410
Telephone/ FIOS	Ziplay Fiber		Jay Schwab	(425) 263-4019
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Raymond Pilkenton	(425) 263-5332
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	METRO Construction Information Center	(206) 477-1140 (206) 477-0438
Water (Northeast area of Kirkland)	Woodinville Water District	17238 NE Woodinville Duvall Road, Woodinville, WA 98072	Ken McDowell	(425) 487-4104

Olympic Pipeline	BP		Kenneth Metcalf Joseph Stone	(425) 981-2575 (425) 981-2506
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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.

(1/1/2016 COK GSP)

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

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

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

(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 4, 2016 APWA GSP)

1-07.18(5)D Excess or Umbrella Liability

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

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

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

(January 4, 2016 APWA GSP)

1-07.18(5)K Professional Liability

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

Such policy shall provide the following minimum limits:

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

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

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

1-07.23 Public Convenience and Safety

Section 1-07.23 is supplemented with the following:

(1/1/2016 COK GSP)

No road or street shall be closed to the public except as permitted in these plans and specifications or with the approval of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to 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.

(1/1/2016 COK GSP)

Pedestrian Control and Protection

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

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

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

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

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

(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.

(1/1/2016 COK GSP)

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

PROPERTY RELEASE	
<p>_____</p> <p>_____</p> <p>_____</p> <p><i>(Contractor's name and address)</i></p>	
<p>DATE: _____</p> <p>I, _____ owner of _____, hereby release _____, _____ <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.</p>	<p>Signed: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Phone: _____</p>

1-08 PROSECUTION AND PROGRESS

Add the following new section:

(May 25, 2006 APWA GSP)

1-08.0 Preliminary Matters

Add the following new section:

(October 10, 2008 APWA GSP)

1-08.0(1) Preconstruction Conference

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

1. To review the initial progress schedule;
7. To establish a working understanding among the various parties associated or affected by the work;

8. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
9. To establish normal working hours for the work;
10. To review safety standards and traffic control; and
11. To discuss such other related items as may be pertinent to the work.

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

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

Add the following new section:

(1/1/2016 COK GSP)

1-08.0(2) Hours of Work

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

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

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

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

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

inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

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)

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than noon prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. 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.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

(1/1/2016 COK GSP)

Section 1-08.1 is supplemented with the following:

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

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

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

(1/1/2016 COK GSP)

1-08.3 Progress Schedule

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

(March 13, 2012 APWA GSP)

1-08.3(2)A Type A Progress Schedule

Revise this section to read:

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

(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.

(4/6/2020 APWA GSP)

Supplement this section with the following:

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 1-07.4(2) as supplemented in these specifications, COVID-19 Health and Safety Plan (CHSP).

(September 12, 2016 APWA GSP, Option B)

1-08.5 Time for Completion

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been

used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor 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. Property owner releases per Section 1-07.24

(1/1/2016 COK GSP)

Section 1-08.5 is supplemented with the following:

Schedule A shall be physically completed in its entirety within 35 working days. Should Schedule B be awarded, an additional 10 working days will be added to the Contract for Physical Completion.

(1/1/2016 COK GSP)

1-08.9 Liquidated Damages

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

Accordingly, the Contractor agrees:

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

LIQUIDATED DAMAGES FORMULA

For C > \$50,000 → LD = 0.15 × C ÷ 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 1)

1-09.2(1) General Requirements for Weighing Equipment

Revise the third paragraph to read:

Scale Operations – “Contractor-provided scale operations” are defined as operations where a scale is set up by the Contractor specifically for the project and most, if not all, material weighed on the scale is utilized for Contract Work. In this situation, the Contractor shall provide, set up, and maintain the scales necessary to perform this Work. The Contracting Agency will provide a person to operate the project scale, write tickets, perform scale checks and prepare reports.

(July 23, 2015 APWA GSP, Option 2)

1-09.2(1) General Requirements for Weighing Equipment

Revise item 4 of the fifth paragraph to read:

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

(1/1/2016 COK GSP)

1-09.2(1) General Requirements for Weighing Equipment

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

Trucks and Tickets

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

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.

(1/1/2016 COK GSP)

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

(July 23, 2015 APWA GSP)

1-09.11(3) Time Limitation and Jurisdiction

Revise this section to read:

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

1-09.13 Claims Resolution

(October 1, 2005 APWA GSP)

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

Delete this Section and replace it with the following:

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

(1/1/2016 COK GSP)

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

Delete this Section and replace it with the following:

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

(July 23, 2015 APWA GSP)

1-09.13(3)A Administration of Arbitration

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-10 TEMPORARY TRAFFIC CONTROL

(1/1/2016 COK GSP)

1-10.2 Traffic Control Management

1-10.2(2) Traffic Control Plans

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

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

1-10.5 Payment

(January 23, 2006 APWA GSP, and COK GSP)

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

Revise the pay item name to read:

"Project Temporary Traffic Control, min. Bid \$15,000", lump sum.

Supplement this section with the following:

Costs for layout, installation, removal, and transport of project signage shall be included with the Contract lump sum price for "Project Temporary Traffic Control, min. Bid \$15,000". This Bid item shall also constitute full compensation for all labor, tools, equipment, and materials necessary and incidental to maintaining temporary driving surface as required by Section 1-07.23(1), traffic and pedestrian control as required throughout the project duration in compliance with the MUTCD including, but not limited to, reflective signage, barricades, lights, traffic cones, and temporary pavement markings. Providing a minimum of two (2) flaggers and one (1) Traffic Control Supervisor during all periods of construction activities shall be included in the lump sum Bid item "Project Temporary Traffic Control, min. Bid \$15,000". No separate payment will be made for preparation of the Traffic Control or Detour Plans. All costs for developing, updating, and implementing Traffic Control or Detour Plans shall be included in "Project Temporary Traffic Control, min. Bid \$15,000".

END OF DIVISION 1

DIVISION 2 – EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

This section is supplemented with the following:

This Work also includes removal of existing irrigation system components in accordance with these Specifications and the Plans or as directed by the Engineer.

2-02.3 Construction Requirements

Add the following new section:

2-02.3(4) *Removal of Existing Irrigation System Components*

All irrigation system modifications shall be coordinated with the Engineer prior to executing Work described in this Section. Cap irrigation main line at the main water service line. Main water service line shutdown and repair band may be required. Remove and salvage irrigation valves and valve boxes at locations shown in the Plans. Remove irrigation spray heads and cap lateral lines as necessary at locations shown in the Plans.

Repair band shall be Romac Style SS1 or approved equal.

For Removal of Existing Irrigation System Components, a water shut down shall be scheduled with the Water Department. It shall be the Contractor's responsibility to contact the Engineer to schedule the water service line shutdowns. The Contractor shall provide a minimum of 7 calendar days' notice to the Engineer prior to the desired water service shutdown date.

Only City Water Department personnel are permitted to operate valves on live in-service mains including hydrants, blow-offs, and other appurtenances of the existing system.

Old irrigation valve boxes shall be totally removed and the holes backfilled prior to finishing the surfaces as shown in the Plans.

2-02.3(5) *Removal and Salvage of RRFB and Related Equipment*

Work shall include the removal of an RRFB post, flashing beacon, signs, foundation, and other related equipment as shown in the plans and as directed by the Engineer. Contractor shall coordinate the removal of the equipment and foundation with the Engineer to determine the most appropriate method of removal. Following removal, holes shall be backfilled prior to finishing the surfaces as shown in the Plans.

All equipment removed under this section, shall be salvaged are the responsibility of the Contractor.

2-02.5 Payment

This section is supplemented with the following:

"Remove And Salvage Irrigation Equipment", lump sum. All costs for Work described in this section related to the removal of the existing irrigation equipment, including but not limited to capping including repair band, removing, and salvaging irrigation system equipment, components, and water service components, where indicated and as detailed in the Plans, shall be included in the lump sum price for the irrigation system modification as shown in the Plans or as otherwise approved by the Engineer. All costs for potholing, sawcutting, and excavation of water services for determination of

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location of water service connection to the water service main. All costs for restoration, restoration of the road, sidewalk, curb, sawcutting, trench backfill and compaction, extra depth, including excavation, backfill and compaction, required for "Remove And Salvage Irrigation Equipment", steel sheeting/plating for covering excavations as necessary, Crushed Surfacing Top Course and compaction for roadway base and surface restoration outside traveled area, placing and maintaining temporary hot mix asphalt patching shall consist of a minimum 3-inches of temporary hot mix asphalt over compacted backfill within existing paved areas, and removal of the temporary hot mix asphalt mix prior to placement of permanent trench patch, or any ground cover, shall be incidental to this work. All costs related to coordination of water shut-off in conjunction with the Work described in this section shall also be included in this lump sum item.

"Remove And Salvage RRFB Equipment", lump sum. All costs for Work described in this section related to the removal of existing RRFB equipment, including but not limited to cutting service, removing the post, flashing beacon, signs, foundation, and other related equipment, and backfilling the hole, where indicated and as detailed in the Plans, shall be included in the lump sum price for the RRFB removal as shown in the Plans or as otherwise approved by the Engineer. All costs related to coordination of the work with the Engineer shall also be included in this lump sum item.

END OF DIVISION 2

DIVISION 4 – BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.4 Measurement

This section is supplemented with the following:

Crushed surfacing 1-1/4" minus and 5/8" minus will be measured by the cubic yard. Measurement will be per Special Provision 1-09.2(1).

4-04.5 Payment

This section is supplemented with the following:

"Crushed Surfacing, 1-1/4 In Minus", per cubic yard.

"Crushed Surfacing, 5/8 In Minus", per cubic yard.

END OF DIVISION 4

DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS

5-03 VACANT

(May 8, 2020 COK SP)

Delete this section and replace entirely with the following:

5-03 STAMPED HOT MIX ASPHALT (***)**

5-03.1 Description

Stamped Hot Mix Asphalt is to be constructed as a decorative fill inside a median island area. Asphalt shall be placed, compacted, stamped and finished in accordance with manufacturers recommendations and requirements and per all notes and specifications on the contract plans.

5-03.2 Materials

Stamped Hot Mix Asphalt to be constructed with materials per the Median Island detail located in the contract plans. Asphalt to be HMA Class ½ In PG. 64-22.

Modified polymer coating to be of “Fix All/Floor Coatings FO6525 Crimson” color, or approved equal. Sample or other documentation shall be submitted to the City to approve the color and pattern.

5-03.3 Construction Requirements

The installation of the Stamped Hot Mix Asphalt is to be conducted in accordance with placement, compaction and other relevant requirements as described in 5-04.3.

Hot Mix Asphalt shall be placed in two lifts of approximately equal nature. Both lifts shall be compacted to satisfaction of requirements found in 5-04.3.

The top lift of Hot Mix Asphalt shall be re-heated and stamped with a template in such a way that a brick-work, cobblestone final surface is generated. The final brick-work, cobblestone surface shall receive an appropriate amount of modified polymer coating so that the final surface is “Fix All/Floor Coatings FO6525 Crimson” in color, or approved equal.

5-03.4 Measurement

Stamped Hot Mix Asphalt to be measured per square yard.

5-03.5 Payment

“Stamped HMA”, per Square Yard.

The unit contract price for “Stamped HMA”, including all incidental work, shall be full compensation for all labor, materials, tools, and equipment for surface preparation, place and compact material, tack

coat, modified polymer coating, and any other work necessary for a complete installation meeting the requirements of the detail sheet DT1 of the plans.

5-04 HOT MIX ASPHALT

(March 9, 2016 APWA GSP)

5-04.1 Description

Supplement this section with the following:

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

(March 9, 2016 APWA GSP)

5-04.2 Materials

Supplement section 9-03.8 with the following:

Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt (PHMA/PWMA)

General Requirements

Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev.	30% max.
Degradation Factor	15 min.

Grading

Aggregates for PHMA/PWMA shall meet the following requirements for grading:

Sieve Size	Percent Passing
3/4" square	100
1/2" square	90 - 100
3/8" square	55 - 90
U.S. No. 4	10 - 40
U.S. No. 8	0 - 20
U.S. No. 40	0 - 13
U.S. No. 200	0 - 5

* All percentages are by weight.

The aggregate for PHMA/PWMA shall consist of crushed stone with a percent fracture greater than 90% on two faces on the No. 4 sieve and above, and shall be tested in accordance with the field operating procedures for AASHTO T 335.

(March 9, 2016 APWA GSP)

5-04.3 Construction Requirements

Supplement this section with the following:

Porous Asphalt (PHMA/PWMA) Acceptance Infiltration Test

Contractor shall conduct infiltration tests on the finished PHMA/PWMA per ASTM C1701 at locations chosen by the Engineer. Newly-placed PHMA/PHWA shall have a minimum infiltration rate of 100 inches/hour. Infiltration tests shall be completed every 150 linear feet of roadway and conducted in accordance with ASTM C1701.

If the measured infiltration rate is less than 100 inches/hour, the Contractor shall conduct an additional four infiltration tests in line with the paver direction of travel. Two tests upstream and two tests downstream of the initial test locations shall be taken at distances of 20 feet and 40 feet. Results of the additional tests will be averaged. The Contractor shall conduct additional testing upstream and downstream to identify area to be removed. If the average infiltration rate is less than required remove and replace the failing section at the direction of the Engineer and at no cost to the Contracting Agency.

(March 9, 2016 APWA GSP)

5-04.3(1) Hot Asphalt Mixing Plant

Supplement this section with the following:

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

Fiber Supply System

When fiber stabilizing additives are determined necessary to achieve drain down criteria per APWA GSP 5-04.3(7)A of these Specifications, a separate feed system that meets the following shall be required:

1. Accurately proportions by weight the required quantity into the mixture in such a manner that uniform distribution will be obtained.
2. The fibers shall be uniformly distributed prior to the injection of the asphalt binder into the mixture. When a continuous or drier-drum type plant is used, the fiber shall be added to the aggregate and uniformly dispersed prior to the injection of asphalt binder.

Surge and Storage Systems

The storage time for PHMA/PWMA mixtures shall be no more than four (4) hours for non-insulated silos or eight (8) hours for insulated silos. Placement temperature specifications shall be met regardless of silo storage time.

(March 9, 2016 APWA GSP)

5-04.3(7)A Mix Design

Supplement this section with the following:

Mix Designs for PHMA shall be submitted to the Engineer on Washington State DOT Form 350-042 with the additional PHMA test data required by this specification provided as a one page supplemental attachment. The supplemental test data form is available at <http://www.wsdot.wa.gov/partners/apwa/PorousAsphaltPavement.pdf>.

The asphalt binder for PHMA/PWMA shall be PG 70-22ER polymer modified or higher grade. Binder content shall be between 6.0% and 7.0% by total weight of the mix, and will be the highest percentage that passes both the drain down and void requirements tests at $N_{design} = 75$ gyrations. The binder content tolerance shall be $\pm 0.3\%$ during production/ placement of the PHMA/PWMA. The

Special Provisions -58

Contractor shall adjust the aggregate to meet the maximum drain down test requirements within the ranges provided below.

1. Drain down shall be 0.3 %, maximum, according to ASTM D6390
2. Void ratio shall be 16% to 25% per ASTM D3203 at $N_{\text{design}} = 75$ gyrations.

The Contractor shall include with the submittal temperature-viscosity curves from the polymer-modified asphalt binder supplier showing the recommended mixing and compaction temperatures developed for dense graded HMA applications.

The Contractor shall determine anti-strip requirements for PHMA/PWMA and provide data for anti-stripping. The asphaltic mix shall be tested for its resistance to stripping by water in accordance with ASTM D-3625. If the estimated coating area is not above 95 percent, anti-stripping agents shall be added to the asphalt. Contractor shall be responsible for conducting the anti-stripping evaluation and providing a report to the Engineer.

Alternately, anti-strip evaluation of an existing dense graded hot mix asphalt of the same maximum nominal aggregate class and from the same aggregate materials source may be used to set the anti-stripping requirements for PHMA/PWMA. The anti-strip requirement for the PHMA/PWMA shall be equivalent to the anti-stripping requirement for the HMA.

5-04.3(7)A2 Statistical or Nonstatistical Evaluation

Delete this section and replace it with the following:

(January 16, 2014 APWA GSP)

5-04.3(7)A2 Nonstatistical Evaluation

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Be submitted to the Project Engineer on WSDOT Form 350-042
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that include RAP will be completed without the inclusion of the RAP.

At or prior to the preconstruction meeting, the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within one year of the approval date
- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The proposed mix design by a qualified City or County laboratory mix design report that is within one year of the approval date.

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

At the discretion of the Engineer, agencies may accept mix designs verified beyond the one year verification period with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

(January 16, 2014 APWA GSP)

5-04.3(8)A1 General

Delete this section and replace it with the following:

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

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

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).

Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.

(January 16, 2014 APWA GSP)

5-04.3(8)A4 Definition of Sampling Lot and Sublot

Section 5-04.3(8)A4 is supplemented with the following:

For HMA in a structural application, sampling and testing for total project quantities less than 400 tons is at the discretion of the engineer. For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed:

- i. If test results are found to be within specification requirements, additional testing will be at the engineers discretion.
- ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.

(January 16, 2014 APWA GSP)

5-04.3(8)A5 Test Results

The first paragraph of this section is deleted.

(January 16, 2014 APWA GSP)

5-04.3(8)A6 Test Methods

Delete this section and replace it with the following:

Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested, compliance of Va will be use WSDOT Standard Operating Procedure SOP 731. Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing for compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

(March 9, 2016 APWA GSP)

5-04.3(9) Spreading and Finishing

Supplement this section with the following:

Placement temperature of the mixture shall be within the temperature range identified in the approved PHMA/PWMA submittal.

(March 9, 2016 APWA GSP)

5-04.3(10)A General

Supplement this section with the following:

Pneumatic tire rollers shall not be used for compaction of PHMA/PWMA.

The Contractor shall develop a roller pattern that will initially consolidate the pavement structure as well as target 15% to 18% final air voids (82% to 85% of maximum theoretical (Rice) density). The Contractor shall monitor compaction during placement of PHMA/PWMA with a pavement density gauge.

(March 9, 2016 APWA GSP)

5-04.4 Measurement

Supplement this section with the following:

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

(March 9, 2016 APWA GSP)

5-04.5 Payment

Supplement this section with the following:

“PHMA CL. 1/2" In. PG 70-22ER”, per ton.

The unit Contract price per ton for “PHMA CL. 1/2 In. PG 70-22ER” shall be full compensation for all costs, including anti-stripping additive and tack coat, incurred to carry out requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

(January 16, 2014 APWA GSP)

5-04.5(1)B Price Adjustments for Quality of HMA Compaction

Delete this section and replace it with the following:

The maximum CPF of a compaction lot is 1.00.

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

END OF DIVISION 5

DIVISION 8 - MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

(June 20, 2017 COK GSP)

8-01.1 Description

Section 8-01.1 is supplemented with the following:

Implementation of appropriate TESC BMP's at the appropriate construction phases is very important to prevent siltation of the subgrade, aggregate courses, and final permeable pavement. The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Contract Documents, Standard Specifications, Permit Conditions, the Contractors "Stormwater Pollution Prevention Plan" (SWPPP) and as directed by the Engineer prior to clearing, grubbing, or grading or as necessary, as clearing and grading progress. Such measures shall include, but are not necessarily limited to:

- Commercial construction entrances per CK-E.02.
- Quarry Spall outfall pads for temporary erosion control
- Rock, Wattle, Compost sock check dams
- Straw mulch, netting and tackifier
- Concrete wash
- Baker tanks and/or Settling ponds
- Stabilized construction entrance / exit
- Inlet protection on existing and proposed drainage structures
- Reinforced silt fencing
- Plastic Covering
- Temporary pipe slope drains
- Temporary HMA Curb
- Disposal of sediments and materials
- TESC seeding
- Maintenance of BMPs including in the event of emergencies and as weather and field conditions dictate; and also including installation of additional BMPs which may become required as field and weather conditions evolve.
- Street sweeping and Cleaning
- ESC Lead per 8-01 of the Standard Specifications
- All materials, tools and equipment necessary to meet these requirements

The Contractor shall provide erosion control as required for all stockpiled materials at no cost to the Contracting Agency. The Engineer, in the event of an emergency, and as weather and field conditions dictate, may require additional erosion controls and BMPs.

Site Specific BMPs and SWPPP Plan

Temporary Erosion / Water Pollution Control notes and performance criteria are noted in the Contract Documents. The Contractor shall submit his or her own Storm Water Pollution Prevention Plan (SWPPP) to the Contracting Agency for review and approval prior to the commencement of clearing, grubbing, or grading activities.

Water quality testing and discharge volume reporting required by the project permits shall be performed by the Contractor and is a condition of approval of the SWPPP. The reporting data shall be provided to the Engineer as soon as practical, at regular intervals and prior to reporting deadlines established in the permits. The Contractor will provide a copy of the reporting information within 24 hours of a request to do so by the Engineer. All costs to perform these reporting requirements are to be included in the lump sum contract price for "Erosion/Water Pollution Control".

(June 20, 2017 COK GSP)

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other water that may occur as a result of construction operations.

Any area not covered with established, stable vegetation where no further work is anticipated for a period of 15 days, shall be immediately stabilized with the approved erosion and sedimentation control methods (e.g., seeding and mulching, straw). Where seeding for temporary erosion control is required, fast germinating grasses shall be applied at an appropriate rate (e.g., perennial rye applied at approximately 80 pounds per acre).

At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the Contracting Agency Construction Inspector.

The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the Contracting Agency.

8-01.3(1) General

(June 20, 2017 COK GSP)

8-01.3(1)A Submittals

Section 8-01.3(1)A is supplement with the following:

Stormwater Pollution Prevention Plan

The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Department of Ecology requirements.

The Contractor shall incorporate the SWPPP implementation schedule into the Contractor's progress schedule. The SWPPP and implementation schedule shall be submitted in accordance with Sections 1-05.3 and 1-08.3.

In addition, the SWPPP shall outline the procedures to be used to prevent high pH stormwater. The plan shall include how the pH of the water will be maintained between pH 6.5 and pH 8.5 prior to being discharged from the project or entering surface waters. Prior to beginning any concrete or grinding work, the Contractor shall submit the plan, for the Engineer's review and approval.

The Ecology template can be found at the following link:

<http://www.ecy.wa.gov/programs/wq/stormwater/construction/>

The SWPPP is considered a "living" document that shall be revised to account for additional erosion control/pollution prevention BMPs as they become necessary and are implemented in the field during project construction. A copy of the most current SWPPP shall remain on-site at all times and an additional copy shall be forwarded to the Engineer. At the Contractor's preference, revisions to the SWPPP may be forwarded to the Engineer rather than submitting a complete document. Revisions to the SWPPP may be kept on-site in a file along with the original SWPPP document.

(June 20, 2017 COK GSP)

8-01.3(1)B Erosion and Sediment Control (ESC) Lead

Supplement this the second paragraph with the following:

3. Inspecting all on-site erosion and sediment control BMPs at least once every five working days and within 24 hours of every runoff event. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but not be limited to the following:
 - a. When, where, and how BMPs were installed, maintained, modified, and removed.
 - b. Observations of BMP effectiveness and proper placement.
 - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
 - d. Approximate amount of precipitation since last inspection and when last inspection was performed.

4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
 - a. SWPPP Inspection Reports or Forms.
 - b. SWPPP narrative.
 - c. Other applicable permits.

(June 20, 2017 COK GSP)

8-01.3(1)C Water Management

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

The Contractor will be responsible for meeting the SWPPP requirements.

The Bid Item "Erosion/Water Pollution Control" shall include the cost of providing temporary detention/retention facilities as illustrated in the Contractor's SWPPP Plan as well as modifications, additions and removals of such facility as dictated by the Contractor's sequence of work and may include, but are not limited to:

1. Temporary detention/retention facilities such as ponds, Baker Tanks, or other facilities.
2. If any permanent stormwater facilities are utilized, such as the detention vault, for SWPPP compliance, the Contractor shall remove accumulated sediment and clean the facility prior to final acceptance at no additional cost to the Contracting Agency.
3. Temporary facilities such as wheel wash stations or similar.
4. Temporary construction entrances.

No additional compensation shall be made for construction, alteration, removal, maintenance, and any additional requirements necessary for "Erosion/Water Pollution Control". No additional compensation shall be made for conflicts with existing or proposed improvements or construction sequencing of work when facilities are utilized to meet permit requirements.

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.5 Payment

Section 8-04.5 is supplemented with the following:

The per linear foot price bid for "EXTRUDED CEMENT CONCRETE CURB" shall be full compensation for all labor, materials, tools, and equipment necessary and incidental to the complete installation of the extruded cement concrete curb per City of Kirkland Pre-approved Plan CK-R.19.

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL

8-20.1 Description

Section 8-20.1 is supplemented with the following:

(*****)

This Work includes furnishing, installing and field-testing all materials necessary to provide a complete and operational Rapid Rectangular Flashing Beacon (RRFB) system and School Zone Flashing Beacon (SZFB) system that includes, but not limited to RRFB system, SZFB system, conduits, wiring, support poles, signs, and foundations.

This Work shall consist of, but not necessarily be limited to:

- New AC Powered RRFB System at NE 116th St and 108th Ave NE
- New Solar Powered SZFB System at NE 116th St and 109th Ave NE (bid alternate)
- New Solar Powered SZFB System at NE 116th St and 111th Ave NE (bid alternate)

The Work involves, but not necessarily be limited to:

- Junction boxes
- Conduits and wiring
- Trenching, excavation, and backfill
- Utility locates
- Service cabinets
- Controller cabinets
- AC powered RRFB with audible pedestrian push button systems
- Solar powered SZFB system with school zone speed limit sign
- Relocate existing signs
- Other incidental materials as may be required

All Work shall be performed as shown in the Plans in accordance with applicable Standard Specifications, Standard Plans, Amendments, City of Kirkland Standard Plans and Policies, Puget Sound Energy Standards, and the following Special Provisions. Unless otherwise noted, the location of signals, controllers, standards, and appurtenances shown in the Plans are approximate; and the exact location will be established by the Engineer in the field.

When splicing into power a weatherproof splice kit is required consisting of: C-Tap, Mastic (3M2000), and 3M Super88BlackElectrical Tape.

The service cabinet shall be Milbank CP3A1111XASL3 or approved equal.

Controller and Service Cabinets finish shall be grey. Mint green is not an acceptable color.

The RRFB Assembly EA includes all crosswalk signage, junction box and all conduit connection to power supply. See complete Component List below from Kirkland Policy R-24: RRFB Installation Policy:

ID #	Component	Item	# needed
FOUNDATION			
1	Bolt Cage	Pelco AP-1095-GLV	1 per pole
2	Foundation - WSDOT Plans: J-21.10-04 (non-curb mount *) J-20.11-02 (curb mount *)	Per Design	Per Design
STRUCTURE			
3	Pole Base with Collar	Pelco PB-5334 + PB-5325 (base + collar)	1 per pole
4	Pole (12' length for AC) (16' length for Solar)	Pelco - Spun Alum. Pole, Sch 40, PB-5100	1 per ea
5	J-Box w/conduits	Type 1 J-Box (Non-Skid in Sidewalk)	2 (one each for AC/ Solar unless existing box meets code.)
ID #	Component	Item	# needed
RRFB COMPONENTS			
6	Electronics Cabinet **	Slimline 100 Cabinet	1 per unit
7	Electronics Cabinet Mount	Eltec Pole Mount	1 per cabinet
8	Flashing Light Heads (4 lights per unit) <ul style="list-style-type: none"> • verification lights case by case - check with PW-Traffic Eng. 	Eltec RRFB (Whelen light heads)	1 unit per pole
9	Flashing Light Heads Enclosure	Eltec RRFB Pole Mount Light Enclosure	1 unit per pole
10	Flasher	Eltec FS-3 Flasher	1 per unit
11	Photocell	Silonex TO-5 Photocell	1 per unit
12	Timer	Crouzet Timer PU2R4	1 per unit
13	Toggle Switch (for putting system into flash mode manually)	(sized for application)	1 per unit

POWER – SELECT DC (SOLAR) or AC (HARDWIRE)			
DC (SOLAR) POWER			
14.DC	Solar Power Panel	Kyocera Solar Panel	1 per unit
15.DC	Solar Panel Mount (Pole Top Style)	Eltec Top Pole Mount	1 per unit
16.DC	Battery	UPG - UB121000 Battery	1 per unit
17.DC	Charge Controller	ProStar Charge Controller (PSM-15 or PSM-30 depending on No. of solar panels)	1 per unit
18.DC	Power cable for AC systems	Belden Part No. 601765 Cable	Varies depending on site distances
AC (HARDWIRE) POWER			
14.AC	Power Source (Determine Source for Project)	Meter head or Service cabinet (100A or 200A TBD)	1 Service
15.AC	Breaker for RRFB Cabinet (10A)	(Per Designer spec)	1 per System
16.AC	Power Supply	TDK-Lambda LS50-12	1 per System
17.AC	Surge Protector	Emerson/Edco SPA-100T	1 per System
18.AC	Power cable for AC systems	Opticon Model 138 Detector Cable	Varies depending on site
PEDESTRIAN PUSH-BUTTONS			
19	Pedestrian Push-Button Station ***	Polara Model XAVE2-LED Push Button Station	1 per unit
20	Pedestrian Push-Button Station Controller	Polara XAVCU2-DC Control Unit for XAV2E-LED Push Button Station	1 per unit
21	Remote Pedestrian Push-Button Mount Electrical Connection	8 wire multi-conductor cables/18 AWG Belden 27601A multiconductor-600V (For remote push button)	Varies depending on site distances
22	Wireless Communication System (if no conduits being installed)	Banner SureCross DX80 gateway and nodes, 900 MHz	Varies (if 2 poles, gateway and node, if 3 poles, add extra node)

SIGNAGE			
23	Pedestrian Crossing Sign (Left Facing Icons) at crosswalks OR	Pedestrian Crossing Sign (Per MUTCD designation: W11-2 or S1-1) Check with PW-Traffic Eng. for crosswalk type.	2 per pole
	Trail Crossing Sign (Left facing icons) at trail crossings	Bicycle/Pedestrian Sign (Per MUTCD designation: W11-15) Check with PW-Traffic Eng. for crosswalk type.	2 per pole
24	Crossing Arrow Sign (Left)	Arrow Sign (Per MUTCD designation: W16-7pL) Check with PW-Traffic Eng. for crosswalk type)	2 per pole
25	Crossing Arrow Sign (Right)	Arrow Sign (Per MUTCD designation: W16-7pR) Check with PW-Traffic Eng. for crosswalk type)	2 per pole
26	Crossing Arrow Sign (Right) (if center island RRFB is used)	Arrow Sign (Per MUTCD designation: W16-7pR) Check with PW-Traffic Eng. for crosswalk type)	2 per pole
27	Advance Pedestrian Crossing Sign (Left Facing Icons)	Pedestrian Crossing Sign (Per MUTCD designation: W11-2 or S1-1) Check with PW-Traffic Eng. for crosswalk type.	1 per pole
28	Advanced Pedestrian Crossing Sign	"AHEAD" Sign (W16-9P)	1 per pole

8-20.1(1) Regulations and Codes

Section 8-20.1(1) is supplemented with the following:

(*****)

Prior to start of Work, all necessary licenses, permits, and approvals shall be obtained. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the Work, the protection of adjacent property, and the maintenance of all other facilities. The Contractor will be required to comply with all the provisions of these instruments and shall save and hold the Contracting Agency harmless from any damage that may be incurred as a result of the Contractor's failure to comply with all the terms of these permits.

All materials and methods required under this section, unless otherwise superseded herein, shall conform to the 2017 edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (herein referred to as Standard Specifications), to all current amendments to the Standard Specifications, to the latest edition of the State of Washington Standard Plans for Road, Bridge, and Municipal Construction (herein referred to as the Standard Plans), to the State of Washington Sign Fabrication Manual, to the City of Kirkland Pre-Approved Plans and Policies, to the latest edition of the National Electric Code (NEC), and to the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington. All street name signs shall comply with the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD).

8-20.1(2) Industry Codes and Standards

Section 8-20.1(2) is supplemented with the following:

(*****)

National Electrical Safety Code (NESC), PO Box 1331, 445 Hoes Lane, Piscataway, New Jersey.

(*****)

8-20.1(4) Errors and Omissions

Section 8-20.1(4) is added as follows:

The Contractor shall immediately notify the Engineer upon discovery of any errors or omissions in the Contract Documents, in the layout as given by survey points and instructions, or of any discrepancy between the Contract Documents and the physical conditions of the locality. If deemed necessary, the Engineer will rectify the matter and advise the Contractor accordingly. Any Work done after such discovery without authorization by the Engineer shall be done at the Contractor's risk.

8-20.2 Materials

Section 8-20.2 is supplemented with the following:

(*****)

General

All materials for the completion of the Work described herein and, in the Plans, shall be furnished by the Contractor.

The Engineer reserves the right to inspect the manufacturing process of all materials. Final inspection of the installed materials will not be given until final installation and testing has been completed on the systems. Approval to install materials and equipment must be obtained from the Engineer at the job site before installation.

Guarantees

The supplier shall furnish to the Contracting Agency any guarantee or warranty furnished as a normal trade practice in connection with any equipment supplied for this Contract.

RRFB

Shall meet the requirements of Section 9-29.22 of the Special Provisions.

SZFB

Shall meet the requirements of Section 9-29.23 of the Special Provisions.

8-20.2(1) Equipment List and Drawings

Section 8-20.1(1) is supplemented with the following:

(*****)

Catalog cuts are required for the following items:

RRFB: RRFB indications, RRFB support poles, foundation hardware, junction boxes, conduit and fittings, wire and cable conductors, fused disconnects, fuses, and all associated equipment.

SZFB: SZFB solar engine, SZFB beacon, SZFB support poles, programmable kit, and associated equipment.

Thirty (30) days prior to start of installation of items in this Section, the Contractor shall provide submittals for each type of product noted in the Plans or in these Specifications. Manufacturer's product literature, including operations and maintenance manuals, shall be submitted with technical data sufficient to demonstrate that the product meets these Specifications for Engineer review and approval. The Contractor shall provide supplemental operations and maintenance input.

(WSDOT NWR November 13, 1996 GSP)

Manufacturer's data for materials proposed for use in the Contract which require approval shall be submitted in one complete package.

8-20.3 Construction Requirements**8-20.3(1) General**

Section 8-20.3(1) is supplemented with the following:

Utility Potholing

Utilities depicted on the plans have not been surveyed or field located. Utility potholing shall be performed by the Contractor to identify all potential utility conflicts at all trenching locations and other locations with underground work. Contractor shall consult with the Engineer to determine most appropriate locations for utility potholing. No potholing shall occur without approval from the Engineer.

When potholing is performed the Contractor shall:

1. Receive prior approval from the Engineer for the location of the proposed pothole.
2. Contact on-call utility services prior to performing potholes.
3. Excavate down to the existing utility.
4. Record the outside diameter, material, horizontal (station and offset) and vertical location (elevation) of the found utility.

5. Provide the Engineer information showing the location of the existing utility and location of the proposed utility.

Should a conflict exist the Contractor shall notify the Engineer as soon as possible. A revised design will be provided within five (5) working days upon the receipt of the written notification of a utility conflict.

To be considered for payment, potholing must be done prior to starting trenching or excavation work.

Utility potholing shall be paid under bid item "Utility Potholing".

School Beacon Turn Off

Prior to a School Beacon Turn-off before the construction work, the contractor shall conduct a Pre-construction coordination meeting with the City of Kirkland Public Works Department personnel included as invited attendees:

1. Traffic Engineer
2. Signal Operations Engineer
3. Signal Maintenance Technician

The Contractor shall provide City Traffic Engineer minimum of 7 working days written notice of the proposed Pre Turn-off coordination meeting date and time.

RRFB and SZFB Turn On

The WSDOT Standard Specification Section 8-20.3(11) is supplemented with the following:

1. Prior to a RRFB or SZFB Turn-on event, the contractor shall conduct a Pre Turn-on coordination meeting with the City of Kirkland Public Work Department personnel included as invited attendees:
 - a. Traffic Engineer
 - b. Signal Operations Engineer
 - c. Signal Maintenance Technician
2. The Contractor shall provide City Traffic Engineer a minimum of 5 days written notice of the proposed Pre Turn-on coordination meeting date and time. As part of the minimum of five (5) days advance written notice of the proposed signal turn-on, a minimum of two (2) working days shall be provided with an essentially complete signal system to allow the City traffic signal technician to inspect the installation of equipment and wiring.
3. Prior to the Pre Turn-on coordination meeting, the Contractor shall complete the items of work detailed in the RRFB and SZFB Turn-on Checklist and submit the completed checklist to City Traffic Engineer. The RRFB and SZFB Turn-on Checklist form will be furnished to the Contractor by City traffic Engineer. A blank copy of RRFB and SZFB I Turn-on Checklist form can be found in the appendices of the Contract.
4. Prior to scheduling a turn-on date, the Contractor shall provide verification to City Traffic Engineer that:
 - a. Field tests 1, 2, 3 and 4 as specified in this section have been completed;
 - b. All other field tests specified in Section 8-20.3(14) have been completed.

Existing System Disruption and Restoration

The Contractor shall use every precaution to ensure that no contract work causes disruptions to the existing systems, except those disruptions that are planned and approved in advance, as defined herein. Existing systems include, but are not limited to, the following:

- A. School flashing beacons within the project construction limits.
- B. RRFB system within the project construction limits.

Planned Disruptions

Contract work may require disruptions to existing systems, circuits, and equipment. The Contractor shall schedule the work and predetermine the affected system(s), extent, start time, and duration of planned disruptions.

Requirements

Twenty-one calendar days prior to planned disruptions of any existing system, circuit, or equipment, the Contractor shall submit to the Engineer for approval a written Disruption Request. Each Disruption Request shall include the system(s) to be affected, the disruption start date and time, and the estimated duration required. The Contractor shall submit a separate, numbered Disruption Request for each planned disruption. Disruption Request approval or rejection will be returned to the Contractor in writing by the Engineer at least seven calendar days prior to the proposed start of the disruption. The Engineer may reject a requested time or duration and verbally recommend an alternate time or duration agreeable to both the Contractor and the Contracting Agency.

Restoration Procedure

Any unplanned disruptions determined by the Engineer to be caused by the actions of the Contractor or the Contractor's representative(s) shall be corrected by the Contractor at no additional cost to the Contracting Agency.

Upon the occurrence of an unplanned disruption and subsequent notification by the Engineer, the Contractor shall immediately stop all other signal work in progress, in accordance with Section 1-08.6, and shall expend all efforts to restore the disrupted system(s) or correct the problem causing the disruption. The Contractor will not be granted an extension of time for delays caused by the repair of disrupted systems.

8-20.3(2) Excavating and Backfilling

Section 8-20.3(2) is supplemented with the following:

(*****)

All adjacent surfaces damaged by the Contractor's operations shall be repaired at Contractor's expense. The Contractor shall protect all private and public utilities from damage resulting from the Work. All conduit shall be in place prior to placement of the base course of the final pavement.

8-20.3(5)E1 Open Trenching

This section is revised and supplemented as follows:

To avoid conflicts with other utilities, the trench may be sloped or drifted. When open trench construction is used on existing surfaces which will not be resurfaced, the pavement shall be removed and replaced as detailed in the Plans.

When open trenching is allowed, trench construction shall conform to the following:

1. The pavement shall be saw cut a minimum of 3 inches deep. The cuts shall be parallel to each other and extend 12 inches beyond each edge of the trench.
2. Pavement shall be removed in an approved manner.
3. Trench depth shall provide 2 feet minimum cover over conduits.
4. Trench width shall be the conduit diameters plus 2 inches between conduits plus 2 inches on each side of trench.
5. Trenches located within paved Roadway areas shall be backfilled with controlled density fill (CDF) meeting the requirements of Section 2-09.3(1)E, and including non-chloride accelerating admixtures in accordance with Section 9-23.6. The controlled density fill shall be placed level to, and at the bottom of

the existing pavement. The pavement shall be replaced with paving material that matches the existing pavement.

6. No steel sheets will be allowed over weekends or holidays observed by the Contracting Agency.

7. Where minimum cover of 24" cannot be maintained, as determined by the Engineer, the Contractor shall be required to place a concrete cap over the conduits.

8. See below for Conduit Trench backfill detail:

8-20.3(4) Foundations

Section 8-20.3(4) is supplemented with the following:

(*****)

The foundation for the RRFB system shall conform to WSDOT Standard Plans J-21.10-04. The pole base for the RRFB systems shall be PELCO PB-5334.

The foundation for the SZFB shall conform to Kirkland Standard Plan CK-R.43.

The foundation for the metered service cabinet shall be minimum 24" in depth and provide 3" foundation extension around all sides of the service cabinet.

Foundations installed in sidewalk locations shall be installed in a single pour to the bottom of the sidewalk. The sidewalk shall be installed over the foundation in a separate pour.

Foundations for all standards shall be Class 3000 Concrete. Steel reinforcing shall be furnished and installed as indicated in the Standard Plans or details as shown in the Plans.

Foundation locations indicated in the Plans may be slightly revised in the field by the Engineer to improve effectiveness or due to unforeseen conflicts with existing facilities. Prior to foundation excavation, all locations shall be approved by the Engineer.

Pole foundations in sidewalks shall be placed flush with the finished surface of the sidewalk unless otherwise shown in the Plans. The foundation and sidewalk shall be separated by a 3/4-inch expansion joint such that the foundation can be removed without damage to the surrounding sidewalk. The top four (4) inches of all foundations shall be square with sides equal to the diameter.

The void between the foundation and the pole flange shall be no larger than four (4) inches and shall be completely filled around the conduit(s) with dry pack mortar and neatly troweled. A plastic drain, 1/2-inch diameter, shall be placed in the mortar to provide drainage from the interior of the pole to the exterior. The plastic drain pipe shall be neatly trimmed flush with the surfaces.

The dry pack mortar shall consist of a 1:3 cement to fine sand mixture with enough water to allow the mixture to stick together when molded into a ball by hand, but will not exude water when pressed.

All concrete on the anchor bolts shall be immediately removed following pouring of the foundation.

Conduits shall be temporarily capped during the pour to prevent concrete from entering.

8-20.3(5) Conduit

Section 8-20.3(5) is supplemented with the following:

(*****)

All conduit shall be Schedule 80 rigid PVC.

The conduit runs shown in the Plans are schematic, however, they shall be followed as closely as site conditions will allow and may be revised, as directed by the Engineer, to allow for unforeseen obstructions. Conduits installed under paved Roadway shall be located approximately parallel to the curb line, unless otherwise indicated in the Plans or directed by the Engineer. Each conduit run shall contain a 200-pound breaking strength polyolefin pull cord, which shall be tied off at both ends. All conduit installed underground shall have polyethylene underground hazard marking tape, six (6) inches wide, red, legend "Caution-Electric Line Buried Below," placed approximately twelve (12) inches above the conduit.

Conduits installed for future use shall be prepared as follows: After final assembly in place, the conduit

shall be blown clean with compressed air. Then, in the presence of the Engineer, a cleaning mandrel correctly sized for each size of conduit shall be pulled through to ensure that the conduit has not been deformed. As soon as the mandrel has been pulled through, both ends of the conduit shall be sealed with conduit caps. All conduits scheduled for future use shall originate in a foundation or junction box as detailed in the Plans and terminate in a junction box. All equipment grounding conductors, and the bonding conductor for metallic conduits shall be bonded in all junction boxes in accordance with Section 8-20.3(9). Existing conduit in place scheduled to receive new conductors shall have any existing conductors removed and a cleaning mandrel sized for the conduit shall be pulled through.

Detectable Pull Tape

For all conduits that do not contain electrical conductors, the Contractor shall add a detectable pull tape in one of the conduits in the same trench. All other spare conduit may utilize non-detectable pull tape.

8-20.3(5)B Conduit Type

The first paragraph of Section 8-20.3(5)B is revised to read as follows:

(*****)

Conduit type for this project, where underground, shall be PVC Schedule 80 or approved equal.

8-20.3(5)E1 Open Trenching

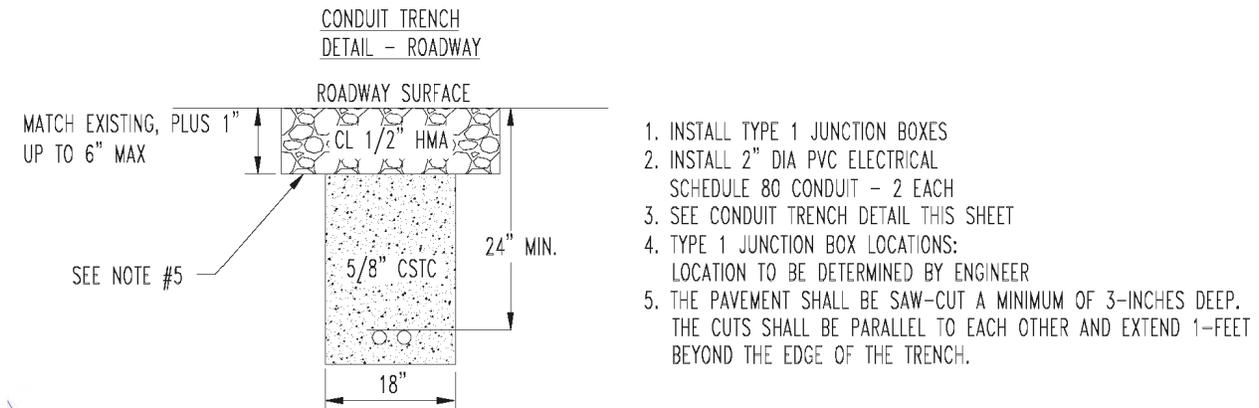
This section of the Special Provisions is revised as follows:

(*****)

Refer to WSDOT 8-20.3(5)E1 Open Trenching

Section 8-20.3(5) is supplemented with the following:

See below for Conduit Trench backfill detail:



1. INSTALL TYPE 1 JUNCTION BOXES
2. INSTALL 2" DIA PVC ELECTRICAL SCHEDULE 80 CONDUIT - 2 EACH
3. SEE CONDUIT TRENCH DETAIL THIS SHEET
4. TYPE 1 JUNCTION BOX LOCATIONS: LOCATION TO BE DETERMINED BY ENGINEER
5. THE PAVEMENT SHALL BE SAW-CUT A MINIMUM OF 3-INCHES DEEP. THE CUTS SHALL BE PARALLEL TO EACH OTHER AND EXTEND 1- FEET BEYOND THE EDGE OF THE TRENCH.

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

Section 8-20.3(6) is supplemented with the following:

(*****)

The locations of the junction boxes as shown in the Plans are approximate and the exact locations shall be determined in the field. Junction boxes shall be located outside the traveled way, wheelchair ramps and landings, and driveways. The new junction box shall not interfere with any other previous or relocated installation. The lid shall also be flush with its frame and with the surrounding area whether it is shoulder, sidewalk, or other surfaces. Place new junction boxes per WSDOT J-40.10-04 with "TS" Lettering on Lid

with bead weld lettering. All junction box lids shall be non-slip lids meeting the requirements of the Americans with Disabilities Act. Junction boxes shall be located and oriented as shown on the Plans but may be adjusted in the field by the Engineer to better fit existing conditions. When junction boxes are installed within cement concrete areas, the Contractor shall adjust junction boxes to grade prior to pouring the cement concrete.

When junction boxes are installed or adjusted prior to construction of finished grade, pre-molded joint filler for expansion joints may be placed around the junction boxes. The joint filler shall be removed prior to adjustment to finished grade. Adjustments involving raising or lowering the junction boxes shall require conduit modification if the resultant clearance between top of conduit and the junction box lid becomes less than 9-inches as shown in the junction box details in the Plans. Wiring shall be replaced if sufficient slack as specified in Section 8-20.3(8) of the Standard Specifications is not maintained.

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

8-20.3(11) Testing

Section 8-20.3(11) is supplemented with the following:

(*****)

The Contractor shall notify the Engineer three (3) working days prior to conducting the testing.

Prior to scheduling a turn-on date, the Contractor shall verify with the Engineer that:

- Field Tests. 1, 2, 3, and 4, as specified in Section 8-20.3(1), have been completed.
- The Contractor shall have completed all required inspections for permits including, but not limited to ground, conduit, wiring connections and final.

RRFB System

The Contractor shall conduct tests to assure proper intended operation of the RRFB system. The Contractor shall provide the Engineer a minimum of five (5) working days advance notice of the proposed RRFB system turn-on date and time for approval. The RRFB turn-on procedure shall not begin until all required channelization, pavement markings, and signs are installed. The Contractor shall provide traffic control to stop all traffic from entering the intersection or affected street segment and shall then turn the RRFB system to its flash mode to verify proper flash indications. The Engineer will verify proper flash pattern and rate is implemented. The Contractor shall then conduct functional tests to demonstrate that each part of the RRFB system functions as intended consistent with plans, project Specifications, and manufacturer's Specifications. This demonstration shall be conducted in the presence of the Engineer. The Engineer may introduce additional testing to assess full functions of the system as intended. Based on the results of the turn-on, the Engineer will direct the Contractor to either keep the RRFB system on normal operation or to turn the system off and cover all lighted displays and push buttons until necessary corrections by the Contractor are completed.

SZFB System

The Contractor shall conduct tests to assure proper intended operation of the SZFB system. The Contractor shall provide the Engineer a minimum of five (5) working days advance notice of the proposed SZFB system turn-on date and time for approval. The SZFB turn-on procedure shall not begin until the Engineer has completed the programming for the SZFB system. The Engineer will verify proper flash pattern and rate is implemented. The Contractor shall then conduct functional tests to demonstrate that each part of the SZFB system functions as intended consistent with plans, project Specifications, and manufacturer's Specifications. This demonstration shall be conducted in the presence of the Engineer.

The Engineer may introduce additional testing to assess full functions of the system as intended. Based on the results of the turn-on, the Engineer will direct the Contractor to either keep the SZFB system on normal operation or to turn the system off and cover all lighted displays and push buttons until necessary corrections by the Contractor are completed.

8-20.3(17) As-Built Plans

Section 8-20.3(17) is supplemented with the following:

(*****)

The Contractor shall keep current “pencil redline” as-built Record Drawings for the RRFB and SZFB system installation and/or modification. As-built Record Drawings shall be available to the Engineer upon request and must be submitted to the Engineer.

8-20.4 Measurement

Section 8-20.4 is supplemented with the following:

(WSDOT NWR August 10, 2009 GSP)

When the following is shown as lump sum in the Plans or in the Proposal, no specific unit of measurement will apply, but measurement will be for the sum total of all items for a complete system to be furnished and installed.

(WSDOT NWR August 10, 2009 GSP)

RRFB System (___)

SZFB System (___)

8-20.5 Payment

Section 8-20.5 is supplemented with the following:

“Utility Potholing”, lump sum.

“Conduit, PVC, 2 IN”, linear feet

“RRFB System at NE 116th St and 108th Ave NE”, lump sum.

“Service Cabinet”, per each

“Solar Powered SZFB System at NE 116th St and 109th Ave NE”. lump sum (bid alternate).

“Solar Powered SZFB System at NE 116th St and 111th Ave NE”, lump sum (bid alternate).

The unit Contract price for “Utility Potholing” shall include all labor, equipment, methods, and materials necessary to pothole all trench locations on the project to identify utility conflicts. The unit Contract price for “Utility Potholing” per LS shall assume a minimum of 12 potholes as directed by the Engineer and be full compensation for all labor, tools, equipment, and materials necessary or incidental to expose the locations of existing utilities, record vertical and horizontal locations, record the size, material and depth of the existing utility, backfill, and compact excavated areas per City Standard Details and as described herein. This unit price shall also include the cost for rescheduling work as required to allow the City time (up to five working days) to issue any design modifications as may be required.

The unit Contract price for "Conduit, PVC, 2 IN" shall include all labor, equipment, methods, and materials necessary to install the RRFB Assembly in accordance with manufacturer's recommendations and all applicable details and special provisions of the contract documents and the Standard Specifications. The per lineal foot measurement for "Conduit, PVC, 2 IN" will be measured based on the lineal feet of trench installed. No additional payment will be made for locations where two conduits are placed in the same trench per wiring schedule on SG1 of the plans. All work to complete the installation of the Conduit Trench per 8-20.3(5)E1 Open Trenching detail and including but not limited to the restoration of the road, sidewalk, curb, sawcutting, trench backfill and compaction, extra depth, including excavation and haul, backfill and compaction, required to clear existing buried utilities or other obstacles, steel sheeting/plating for covering excavations as necessary, Crushed Surfacing Top Course and compaction for roadway base and surface restoration outside traveled area, placing and maintaining temporary hot mix asphalt patching shall consist of a minimum 3-inches of temporary hot mix asphalt over compacted backfill within existing paved areas, and removal of the temporary hot mix asphalt mix prior to placement of permanent trench patch, or any ground cover, shall be incidental to this work.

The unit Contract price for "RRFB System at NE 116th St and 108th Ave NE" shall be full pay for the furnishing, construction and testing of the complete electrical system, as shown in the Plans and herein specified, excavation, backfilling, installation and removal of concrete foundations, installation of RRFB poles, RRFB assemblies (including RRFB APS style pedestrian push button, RRFB controller cabinet, solar panels/battery, RRFB light bars, signs, etc.) per manufacturer's recommendation and/or as directed by the Engineer, and testing of the RRFB assembly, with foundation, junction boxes, conduit, wiring, restoring facilities destroyed or damaged during construction, salvaging existing materials, testing, making all required tests, coordinating with local power company, and obtaining all required permits. All additional labor and materials, not shown in the Plans or called for herein and which are required to complete the electrical system, shall be included in the above contract price. The placement of conduit associated with the RRFB system, including trenching necessary to place conduit, will be paid under standard bid items for conduit per this section.

The unit Contract price for "Service Cabinet" shall be full pay for the furnishing, construction and testing of the complete service cabinet as shown in the Plans. The service cabinet shall be Milbank CP3A1111XASL3 or approved equal. Full compensation of installation of metered 60A service with manual block bypass (Milbank Slimline Series or approved equal) and shall include wiring, appurtenances, and foundation as shown in Appendix A.

The unit Contract price for "SZFB System at each location shall include all labor, equipment, methods, and materials necessary to remove the existing school beacons and install the new SZFB System in accordance with the manufacturer's recommendations and all applicable details and Special Provisions of the Contract Documents and the Standard Specifications. Work includes but is not limited to any required excavation and backfill, wiring and conduit, electrical grounding, concrete foundation, support pole and pole base, flashing lights and all necessary anchors and fasteners in accordance with the details and Special Provisions of the Contract Documents and all applicable Standard Specifications. Work also includes repair of any damage to the existing sidewalk surrounding the SZFB locations, whether damage is intentional as a consequence of construction installation procedures, or unintentional. Signing mounted to the pole with the SZFB shall also be included in this lump sum Contract price. The unit Contract price will also include any coordination with all applicable Utility companies and City staff, or other agents or representatives of the City, Utility, or school district, including the pre-construction "turn off" and post-construction "turn on" meetings.

END OF DIVISION 8

DIVISION 9 – MATERIALS

9-03 AGGREGATES

9-03.6 Vacant

Delete this Section and replace it with the following:

9-03.6 Aggregates for Asphalt Treated Base (ATB)

(May 5, 2015 APWA GSP)

9-03.6(1) General Requirements

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.
Degradation Factor 15 min.

9-03.6(2) Grading

Aggregates for asphalt treated base shall meet the following requirements for grading:

Sieve Size	Percent Passing
2"	100
½"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

All percentages are by weight.

9-03.6(3) Test Requirements

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate) 93 @ 100 gyrations
AASHTO T324, WSDOT TM T718 or ASTM D3625 Pass
(Acceptable anti-strip evaluation tests)

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

9-03.9(3) Crushed Surfacing

This section is supplemented with the following:

Crushed Surfacing, 1-1/4 In Minus shall meet the full requirements for Crushed Surfacing Base Course.

Crushed Surfacing, 5/8 In Minus shall meet all the general requirements under this section for crushed surfacing, and shall meet the following requirements for grading:

Sieve Size	Percent Passing
5/8"	99-100
1/2"	80-100
No. 4	46-66
No. 40	3-24
No. 200	10.0 max.
% Fracture	75 min.
Sand Equivalent	40 min.

9-29 ILLUMINATION, SIGNAL, ELECTRICAL

Section 9-29 is supplemented with the following:

(*****)

General

All bolts, nuts, washers, and other fasteners shall be stainless steel unless otherwise specified herein.

Where applicable, all materials, equipment, and installation procedures shall conform to the current requirements and standards of the State of Washington Department of Labor and Industries.

9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes

Section 9-29.2 is supplemented with the following:

(*****)

Type 1 and Type 2 junction boxes shall be as noted in the Plans and in conformance with WSDOT Standard Plan J-40.10-04.

Junction boxes shall be marked for their use in accordance with the following schedule:

System Type

Legend

RRFB

TS

Junction boxes shall have metallic lids. All frames and lids shall be hot-dipped galvanized and bonded to the ground system. All junction boxes installed in the sidewalks shall have non-skid lids. The non-skid surface shall be made of slip resistant steel plate and be 5/16 inch in thickness.

9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable

Section 9-29.3 is supplemented with the following:

(*****)

Chemically cross-linked polyethylene type USE shall be used for insulation of conductors in raceways. No alternate will be allowed.

9-29.19 Pedestrian Push Buttons

The first paragraph of Section 9-29.19 is deleted and replaced with the following:

(*****)

Pedestrian push buttons shall meet the requirements of Section 9-29.22.

Push buttons shall be tamper-resistant construction. The push button assembly shall be audibly locatable with independent ambient adjustment settings, built in false walk detection, and equipped with a raised, tactile arrow. Push button shall be installed as per manufacturer's recommendations and per the Plans. Where noted in the Plans, the pedestrian push button shall have a voice message. Voice message shall be programmed by the pedestrian push button manufacturer. Push button housing shall be yellow.

9-29.22 Vacant

Section 9-29.22, including title, is replaced with the following:

(*****)

9-29.22 Rapid Rectangular Flashing Beacon (RRFB)

General

The Rapid Rectangular Flashing Beacon (RRFB) Assembly shall consist of support pole, push button, RRFB light bar, control unit and enclosure, all associated wiring and wiring appurtenances, and all appurtenances and mounting hardware.

The RRFB Assembly shall be connected to a new or an existing service cabinet as shown in the Plans.

The RRFB Light Bar shall remain dark until initiated by activation of the pedestrian push button. Each RRFB Light Bar shall be activated by push button and relayed as a system to operate all RRFB units simultaneously when any one push button is activated. The RRFB Light Bars shall simultaneously cease operation after a predetermined time limit per the Engineer. Agency Engineer will provide assistance to the Contractor for setting the activation time duration.

RRFB Component List

An RRFB system shall be comprised of items and parts from Kirkland Policy R-24: Rectangular Rapid Flash Beacon (RRFB) Installation Policy, revised 01.2019.

9-29.23 School Zone Flashing Beacon (SZFB)

General

The SZFB system shall consist of a self-contained solar engine that houses the charge controller, flash controller, on-board user interface, optional wireless communications, batteries and solar panel. Each SZFB system shall include one circular LED beacon. The

SZFB system shall conform to all provisions of the MUTCD, Chapter 4L, including flash pattern. The SZFB system shall be pre-wired to the maximum extent possible.

Mechanical Specifications

The solar engine shall be constructed from aluminum with an integrated solar panel. All batteries and electronics shall be mounted in the solar engine, with no external control cabinet or battery cabinet required.

The solar engine shall not exceed 15" in height from bottom of adapter fitting to top of solar panel. The depth of the solar engine shall not exceed 4".

The overall weight of the solar engine assembly (including two batteries but not including lightbars or pushbutton) shall not exceed 20 lbs. (9.1 kg).

The solar engine shall be supplied with a fixed tilt angle of 45 degrees and shall be able to be oriented toward the equator with no additional mounting hardware.

Access to the interior of the solar engine shall be provided by a lid that is hinged on the bottom edge and is fitted with a foam gasket. The lid shall have a lockable latch.

The solar engine shall be vented to provide cooling of the battery and electronic system. The vents shall be screened to prevent ingress by insects and debris.

Fasteners shall be stainless steel.

Signal Housing

The solar engine shall directly attach to the top of a signal head.

The signal housing shall meet the equipment standard of the Institute of Transportation Engineers (ITE) Vehicle Traffic Control Signal Heads (VTCSH) Chapter 2.

The signal head's bracket assembly shall be constructed such that the signal head can be removed easily in the field.

The signal housing must be able to rotate independent from the solar engine or bracket for lens alignment.

The signal housing shall be constructed from a choice of UV-resistant polycarbonate or aluminum. The signal housing shall be available in yellow, green or black.

The beacon shall also be capable of being mounted to a post or pole using a separate bracket assembly to facilitate mounting multiple beacon in either vertical, horizontal, or back-to-back (bi-directional) arrangements.

The signal housing shall open for access to the wiring connections for the LED beacon. The signal housing shall be rated to NEMA 3R.

Fixtures

Circular Beacon

The LED beacon shall conform to the requirements of the Manual of Uniform Traffic Control Devices 2009 with May 2012 Revisions 1 and 2. LED beacon shall also comply with the

intensity and beam shape requirements of the ITE Vehicle Traffic Control Signal Heads, Light Emitting Diode (LED) Circular Signal Supplement.

The SZFB shall be capable of driving the LED at ITE-compliant intensities if solar conditions and programming configuration permit it.

The beacon shall be current-driven LED strings without active electronics. The LEDs shall be driven by pulse-width modulated fixed current.

The LED beacon shall be available in red and yellow, and in 12" (305mm) and 8" (203mm) diameters.

The LED beacon optics shall be premium, UV-resistant polycarbonate.

LED Beacon wiring harnesses shall be included.

LED Enhanced Signs

The SZFB shall be able to optionally operate flashing LEDs in the border of a sign.

Mounting

Solar engine mounting adapter hardware shall be available for the following configurations:

Direct to top of signal housing, and either:

2" / 2.5" Perforated Square Pole Mount
2 3/8" - 2 7/8" Diameter Round Post Mount
4" - 4.5" Diameter Round Post Mount
Side-of-Pole Mount
Wooden Pole

The signal housing shall be able to mount directly to the above supports.

Mounting configurations shall not require specialized tools.

Configuration

The SZFB cabinet shall house an auto-scrolling LED on-board user interface that provides on-site configuration adjustment, system status and fault notification.

The user interface shall provide a display of four (4) alphanumeric characters and three (3) control buttons to navigate and change settings and activate functions.

When editing the configuration, the user interface will flash the display indicating it is ready to accept editing and will flash the display rapidly 3 times to indicate the setting change has been accepted.

The SZFB shall be provided with an optional built-in internal calendar function that allows users to program multiple on/off sequences every day for at least one calendar year. The calendar shall be programmed via USB connection made available to users within the solar engine. An optional external weather-proof box and harnessing shall be made available for programming of the SZFB from the base of the mounting structure.

The beacon will flash when activated either by an optional internal calendar within the

controller or by contact closure provided by a third-party device. Flashing will continue until either the internal calendar discontinues it or contact closure from a third-party device is removed. Contact closure control by third-party devices shall be offered as “Normally Open” or “Normally Closed”.

The system shall provide configurable nighttime intensity settings ranging from 10% to 100% of daytime intensity.

The system shall be capable of enabling or disabling ambient brightness auto-adjustment. This feature allows the system to provide optimal output brightness in relation to ambient light levels. If enabled, the ambient brightness auto-adjustment shall adjust output to a range between 50% and 100% of daytime intensity.

The User Interface shall provide viewing and/or programming access for the following:

- Digital output that is active during the flashing cycle that allows the notification or control of external devices such as overhead illumination. Digital output shall be configurable for night operation only or operation day or night
- 6 Flash Patterns
- Radio Channel (Choice of 1 to 14) if equipped
- Radio Status if equipped
- Calendar On/Off Control
- Calendar Master/Slave control of calendar broadcast via radio if equipped
- Night Intensity Setting
- Adjustment for Ambient Daytime Brightness
- Intensity (20 mA to 1400 mA)
- Self-Test / BIST (Built-In Self-Test) including the detection of shorts or open circuits in the fixture outputs
- Battery Status – General description and actual battery voltage
- Day or Night Status (as determined by dedicated photosensor not solar panel output)
- Solar Panel Voltage
- Automatic Light Control. If this safety feature is enabled, it allows the SZFB to temporarily reduce the intensity of the beacon to maintain energy equilibrium. The user interface shall report the amount of dimming being applied in the range of 10% to 100%
- Firmware Version number

On/off activation, night intensity setting and adjustment for ambient daytime brightness shall be automatically broadcast to all radio-equipped SZFBs in the system when changed in one radio-equipped SZFB.

Solar Panel System

The solar engine shall include one 18V nominal solar panel rated between 10 and 15 watts with bypass diode. The solar panel shall be no larger than the footprint of the solar engine enclosure.

Electrical connections on the back of the solar panel shall be contained within an enclosure that prevents accidental contact with either of the power leads.

The solar charging system shall use maximum power point tracking (MPPT).

Battery System

The solar engine shall house two 7 amp-hour 12V nominal sealed valve-regulated AGM

lead-acid maintenance-free batteries. Each battery shall be equipped with a 1.5 amp fast-blow barrel fuse on the positive lead.

The battery charging system shall be 3-stage and incorporate temperature-compensation to prevent battery overcharging in hot weather.

Batteries, in conjunction with recommended SZFB system performance, shall be designed for a demonstrable service life of 5 years.

The battery shall be rated for -40° to 140°F (-40° to 60°C).

Batteries shall have quick connections to facilitate installation and be readily available from multiple suppliers and non-proprietary.

Batteries shall be supported by rubber bumpers and be secured in place with straps.

Operational Specifications

The SZFB shall offer flashing at a rate of not less than 50 nor more than 60 times per minute. The illuminated period of each flash shall not be less than one-half and not more than two-thirds of the total cycle.

The beacon shall offer an MUTCD-compliant flash pattern and activation including alternate, unison and quick-flash

The controller shall be able to support up to 1.4 amps combined current through the SZFB fixtures simultaneously.

The system shall use a dedicated light sensor to detect night and day states and apply any optionally-enabled intensity adjustments.

Radio System

The SZFB shall have an optional 2.4GHz radio that allows one "Master" SZFB equipped with internal or external calendar system to remotely command multiple "Slave" SZFBs within range to turn ON or OFF in synchrony with the Master SZFB.

The SZFB shall have the capability to activate other SZFBs by wireless communications within 1,000 feet (304 meters).

The SZFB shall have a minimum of 14 unique channels that can be configured on-site to avoid inadvertent activation of nearby systems.

The antenna shall be a low-profile "button" shape that cannot be bent or broken by vandals

All SZFBs in the system shall initiate activation simultaneously within 150ms of activation.

Solar Simulations

Detailed solar simulations shall be provided as evidence that the SZFB is capable of the claimed performance at a specific location. Solar Simulations shall be composed of three calculations: Energy Balance, Array-to-Load Ratio (ALR), and Autonomy. The manufacturer or bidder shall provide a detailed analysis of these three calculations in an "Energy Balance Report".

Monthly average sunlight (insolation), night length and temperature data for a specific, declared location shall be from recognized public sources such as the NASA Atmospheric Sciences Data Center. All sources shall be cited exactly and accessible online without cost to allow verification of the data.

Energy Balance

During a normal 24-hour cycle of operation, a SZFB will take energy in from the sun and consume energy through the flashing of the beacon, radio communication (if equipped), and general quiescent power draw. Energy Balance refers to the evaluation of these energy values to determine overall system sustainability and resistance to variances in sunlight and activation load.

Energy Balance compares Energy-In and Energy-Out. Calculations shall be performed for the "Worst Month" of the year where worst month is determined by the lowest value of Energy-In divided by Energy-Out.

Energy-In

Energy-In is the total amount of sunlight energy in watt-hours available to the SZFB over a 24-hour period. Energy-In is available to operate the SZFB, charge the battery, or both. Energy-In shall be determined as follows:

Insolation X Panel Wattage X Shading X charging efficiency X Battery charge acceptance

- The energy from the solar panel shall be based on available solar radiation at the installation location for the panel's inclination angle. The solar radiation (insolation) values used shall be for the worst-case month of the calendar year.
- Shading from nearby trees, buildings or other structures unique to a particular location are to be factored-in and the calculations shall clearly show and justify the de-rating of the solar panel energy input. A photograph showing the sun's path and obstructions it encounters shall be included.
- Batteries shall be returned to full charge by sunset at the end of each day.

Energy-Out

Energy-Out is the total amount of energy in watt-hours consumed by the SZFB in a 24-hour period of normal operation.

Energy-Out is the sum of quiescent and operating loads, measured in watt-hours, in all circuitry over 24 hours with an operating capacity of 600 20-second activations, including:

- Controller quiescent draw (daytime and between flashes).
- Wireless quiescent draw (if equipped) calculated over 24 hours.
- Operating load of LED beacon including pedestrian indicators at rated intensity per activation. The number of LED beacon and their electrical load details (voltage, current and power when lit) shall be clearly indicated.
- Energy adjustments due to LED drive circuit efficiency.
- The simulations shall clearly detail the flash pattern being used and calculate the duty cycle of the pattern.
- Calculations shall assume the 90% of flashing occurs during daytime.

ALR (Array-to-Load Ratio)

System Array-to-Load (ALR) ratio shall be calculated as: Daily Available Energy-In divided by Daily Energy-Out as defined above.

SZFB Solar Simulations shall be calculated demonstrating a minimum Array-to-Load (ALR) ratio of 1.2:1 (1.2)

Autonomy

Autonomy is the number of days that the SZFB can continue to operate normally in the absence of any solar charging. Autonomy shall be calculated as follows:

(Nominal Battery Capacity de-rated for Temperature minus battery capacity unavailable due to Low Voltage Disconnect) divided by (Daily total energy consumption for the specified total hours of operation)

SZFB autonomy shall be a minimum of 5 days.

Environmental Testing

The SZFB cabinet and LED beacon shall be rated to a minimum of NEMA 3R.

Packaging

Packaging shall consist of only recyclable corrugated cardboard and soft plastic bags.

Qualifications

The SZFB shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements.

The SZFB shall be manufactured in the USA and shall be Buy American compliant.

Manufacturer shall provide a 5-Year Limited Warranty, with the exception of the batteries which shall be covered by a 1-year warranty.

The Manufacturer shall be ISO 9001 certified.

9-29.24 Detectable Pull Tape

The Contractor shall furnish and install a flat polyester woven pre-lubed tape that contains a 22-gauge wire.

The tape shall be marked with sequential footage markings and be continuous.

The tape shall meet or exceed a breaking strength of 900 lb., with a width of 1/2-inch.

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 July 8, 2020 rates

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
CITY OF KIRKLAND
PRE-APPROVED PLANS
AND POLICIES**



City of Kirkland

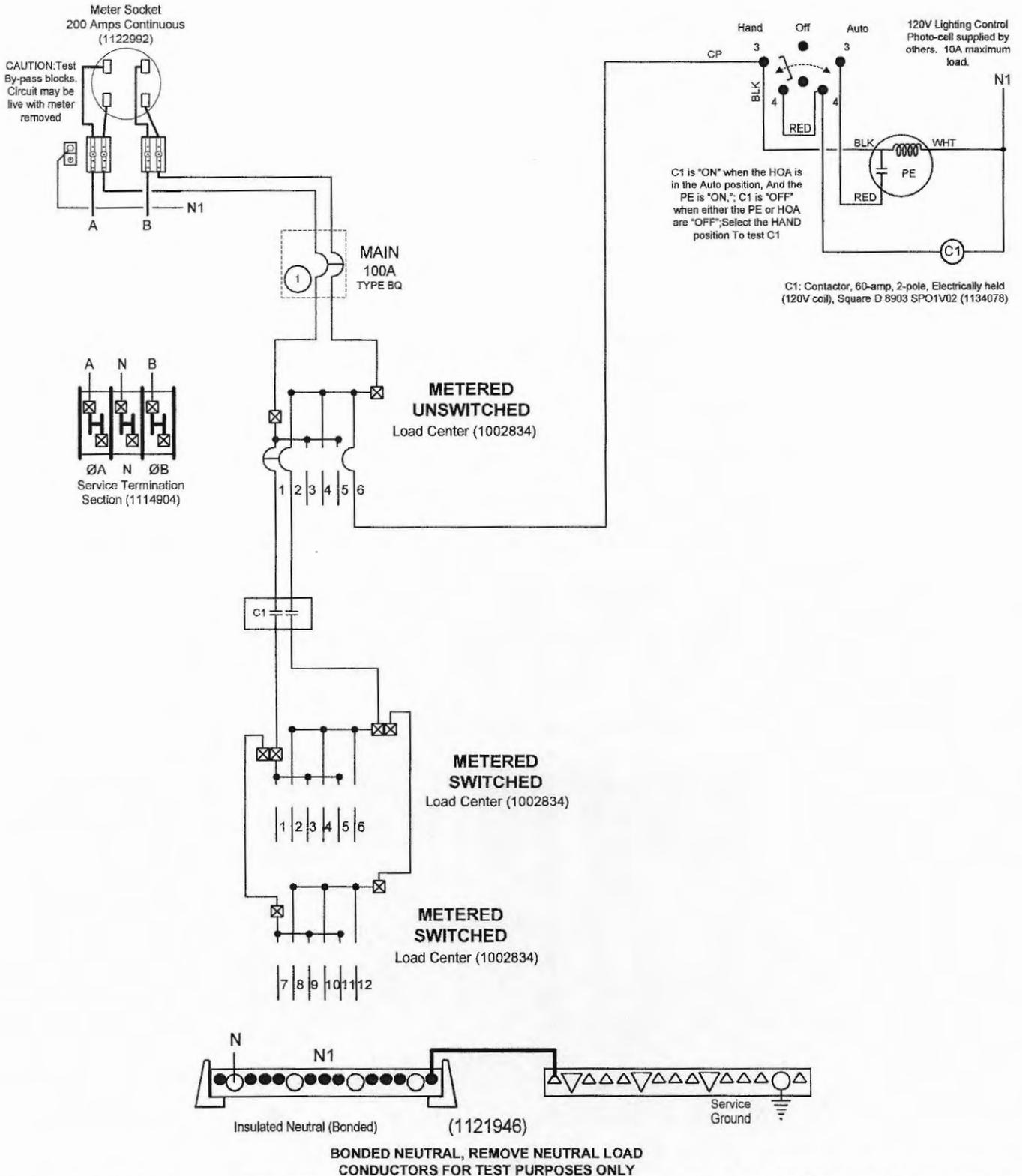
CITY OF KIRKLAND PRE-APPROVED PLANS

City of Kirkland Pre-Approved Plans and Policies can be found at the following link:

https://www.kirklandwa.gov/depart/Public_Works/DevelopmentServices/Pre-Approved_Plans.htm

Catalog Number:
CP3A1111XASL3

120/240 VAC, 1-phase, 3-wire; 100 Amps Maximum, (see Service Disconnect circuit breakers rating)
 Rainproof - Type 3R, Galvanized Steel (G90) Enclosure, painted grey
 Enclosed Industrial Control - Suitable ONLY for Use as Service Equipment
 Dead Front - 1189088



DRAWING APPROVAL REQUIRED

THE FOLLOWING DRAWING IS SUBMITTED FOR YOUR APPROVAL FOR INTERPRETIVE ACCURACY. BEFORE WE MAY PROCEED WITH MANUFACTURING THIS PRODUCT WE REQUEST THAT THE APPROPRIATE PERSONS REVIEW THIS DRAWING, SIGN & DATE THE DRAWING & RETURN THIS FORM AS APPROVAL OF THIS PRODUCT.

As of 11/1/16 the lead time for this unit is 4-6 weeks after receipt of this drawing with approval signature. Customer requested non-standard components can exceed 6 weeks.

Date 11/1/16
Agent HEALY-MATTOS INC
Distributor JAM SERVICES
Job
PO# 11627
Quote # SQ146208
Catalog # CP3A1111XASL3(REV 1)

Comments: _____

Drawing is approved as is

Requires changes

Drawing not approved

Company Name _____

Signature _____ Date _____

PLEASE FAX OR EMAIL APPROVAL TO YOUR LOCAL MILBANK SALES REP.