

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

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

**Rose Hill Neighborhood  
Greenways  
Job No. 25-18-PW  
CIP No. NMC113**



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



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CITY OF KIRKLAND  
DEPARTMENT OF PUBLIC WORKS

Rose Hill Neighborhood Greenways  
CIP NO. NMC1130100/NMC1130200  
JOB NO. 25-18-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.



Craig Schoenberg, P.E.

*Approved for Construction:*

A handwritten signature in black ink, appearing to read "Rod Steitzer".

Rod Steitzer, P.E.  
Capital Project Manager

# INVITATION TO BID



**City of Kirkland**

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## **INVITATION TO BID**

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at 1:00 PM local time on Wednesday, October 26, 2020, for the project hereinafter referred to as:

### **ROSE HILL NEIGHBORHOOD GREENWAYS PROJECT JOB NO. 25-18-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](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. Subcontractor identification must be submitted within one hour of bid opening. Submission of this required identification will be accepted up to one hour following the bid submittal per RCW 39.30.060. Contractors shall submit their subcontractor identification forms at City Hall following the same procedures for bid submission. At the North entrance of City Hall, located at 123 5th AVE Kirkland, WA 98033, press the RING doorbell on the door. A staff member will accept your subcontractor identification form.

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 Rose Hill Neighborhood Greenways Project. Specific work includes, but is not limited to, concrete curb, gutter, sidewalk, ADA curb ramps, storm drainage pipe and structures, driveway approaches, roadway reconstruction, modifications to existing signals, push-button activated crossing beacons, channelization striping, landscaping and miscellaneous work. The estimated cost for this project is in a range of \$1,000,000 to \$1,200,000.

The City will not sell bid packages. Plans, specifications, and addenda may be viewed and obtained online at [www.bxwa.com](http://www.bxwa.com). Click on: "Posted Projects"; "Public Works"; "City of Kirkland". The Bidders List is maintained by the Builder's Exchange of Washington, Inc. Registration for the bidder's list may be made online, by phoning (425) 258-1303, or at Builder's Exchange of Washington located at 2607 Wetmore Ave, Everett, WA.

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 Laura Drake via email (LDrake@kirklandwa.gov). Questions via phone will not be accepted. Bidders shall submit questions no later than 2:00 p.m. on October 16, 2020.

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

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

Published: Daily Journal of Commerce – October 7, 2020; October 14, 2020

# **GENERAL INFORMATION, PROPOSAL & CONTRACT**



**City of Kirkland**

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# CITY OF KIRKLAND

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**CITY OF KIRKLAND  
INFORMATION FOR BIDDERS**

Bidders must bid on all items contained in the proposal.

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

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

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

1. BIDDER RESPONSIBILITY CRITERIA CHECKLIST
2. SUBCONTRACTOR RESPONSIBILITY CRITERIA CHECKLIST
3. PROPOSAL

The lump sum or unit prices must be shown in the spaces provided on the bid schedule.

Show total bid price in both words and figures on the Proposal.

The Proposal form must be completed in full, signed and dated.

4. BID BOND

A surety issued bid bond must be executed by the bidder and its surety company. The amount of the bid bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. (A cashier's check payable to the City of Kirkland and issued for an amount not less than 5% of the total bid may be submitted in lieu of a bid bond.)

5. NONCOLLUSION AFFIDAVIT - Notarized
6. STATEMENT OF BIDDER'S QUALIFICATIONS

This form must be filled in and signed. The owner reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.

7. SUBCONTRACTOR IDENTIFICATION LIST

This form must be completed for HVAC, plumbing, and electrical subcontractors if the estimate exceeds \$1,000,000.

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

1. CONTRACT
2. PERFORMANCE AND PAYMENT BOND
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.

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**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**



**ROSE HILL NEIGHBORHOOD GREENWAYS**

CIP NO. NMC1130100/NMC1130200

JOB NO. 25-18-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 **ROSE HILL NEIGHBORHOOD GREENWAYS; JOB NO. 25-18-PW** for the following:

Schedule A Total Computed Price <i>(in figures)</i> :	\$ _____
Schedule B Total Computed Price <i>(in figures)</i> :	\$ _____
Total Computed Price <i>(in figures)</i> :	\$ _____
Washington State Sales Tax 10% <i>(in figures)</i> :	<u>\$not applicable</u>
Total Bid <i>(in figures)</i> : \$	_____
Total Bid <i>(in words)</i> :	_____
	_____

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  
**ROSE HILL NEIGHBORHOOD GREENWAYS, JOB NO. 25-18-PW.**

**CITY OF KIRKLAND  
BID SCHEDULE A – NE 75<sup>TH</sup> STREET GREENWAY**

ROSE HILL NEIGHBORHOOD GREENWAYS  
JOB NO. 25-18-PW

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

<b>Item No.</b>	<b>Item Description</b>	<b>Spec Ref.</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
A-1	CONSTRUCTION SURVEYING	1-05	1	LS		
A-2	RECORD DRAWINGS (MIN. BID \$5,000)	1-05	1	LS		
A-3	MOBILIZATION	1-09	1	LS		
A-4	PROJECT TEMPORARY TRAFFIC CONTROL	1-10	1	LS		
A-5	CLEARING AND GRUBBING	2-01	1	LS		
A-6	REMOVE ASPHALT PAVEMENT	2-02	92	SY		
A-7	REMOVE CEM CONC PAVEMENT	2-02	7	SY		
A-8	PLANE OR GRIND PAVEMENT	2-02	25	SY		
A-9	SAWCUT ASPHALT AND CEMENT CONCRETE, FULL DEPTH	2-02	205	LF		
A-10	CRUSHED SURFACING BASE COURSE, 1-1/4 IN. MINUS	4-04	16	CY		
A-11	HMA CL. 1/2 IN	5-04	26	TN		
A-12	TOPSOIL TYPE A	8-02	13	CY		
A-13	SEEDED LAWN INSTALLATION	8-02	59	SY		
A-14	CEMENT CONC. VERTICAL CURB	8-04	86	LF		
A-15	MOUNTABLE MEDIAN CURB	8-04	88	LF		
A-16	FLEXIBLE GUIDE POST	8-10	63	EA		
A-17	ANCHOR CUP PLUG CAP	8-10	63	EA		
A-18	TUFF CURB WITH POST	8-10	3	EA		
A-19	CEMENT CONC. SIDEWALK	8-14	22	SY		
A-20	DETECTABLE WARNING SURFACE	8-14	24	SF		
A-21	RRFB SYSTEM AT NE 75TH ST AND 116TH AVE NE	8-20	1	LS		
A-22	REMOVE POST, TRAFFIC SIGN	8-21	8	EA		
A-23	REMOVE SIGN, TRAFFIC	8-21	6	EA		
A-24	RELOCATE SIGN	8-21	18	EA		
A-25	RELOCATE SIGN, STREET NAME (MAST ARM MOUNTED)	8-21	1	EA		
A-26	SIGN, TRAFFIC, POST MOUNTED	8-21	75	EA		
A-27	CUSTOM SIGN, TRAFFIC, POST MOUNTED	8-21	35	EA		
A-28	POST, 2 IN SCHEDULE 40 GALV. PIPE	8-21	47	EA		
A-29	PAINT LINE, 4 IN. STRIPE	8-22	380	LF		
A-30	PAINT LINE, 6 IN. STRIPE	8-22	235	LF		

**MUST BE SUBMITTED WITH PROPOSAL**

A-31	PLASTIC STOP BAR	8-22	115	LF		
A-32	PLASTIC CROSSWALK LINE	8-22	120	LF		
A-33	PLASTIC BICYCLE CROSSING PAVEMENT MARKING	8-22	90	SF		
A-34	PLASTIC BICYCLE LANE SYMBOL	8-22	1	EA		
A-35	PLASTIC SHARED LANE MARKING (SHARROW) SYMBOL	8-22	16	EA		
A-36	PLASTIC BI-DIRECTIONAL BIKE SHARROW SYMBOL	8-22	21	EA		
A-37	PLASTIC MODIFIED BI-DIRECTIONAL BIKE SHARROW SYMBOL	8-22	1	EA		
A-38	PLASTIC BIKE DOT WITH ARROW SYMBOL	8-22	11	EA		
A-39	PLASTIC YIELD PAVEMENT MARKING	8-22	7	EA		
A-40	REMOVING PAINT LINE	8-22	1610	LF		

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

**CITY OF KIRKLAND  
BID SCHEDULE B – 128<sup>TH</sup> AVENUE NE GREENWAY**

ROSE HILL NEIGHBORHOOD GREENWAYS  
JOB NO. 25-18-PW

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

<b>Item No.</b>	<b>Item Description</b>	<b>Spec Ref.</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
B-1	CONSTRUCTION SURVEYING	1-05	1	LS		
B-2	RECORD DRAWINGS (MIN. BID \$5,000)	1-05	1	LS		
B-3	MOBILIZATION	1-09	1	LS		
B-4	PROJECT TEMPORARY TRAFFIC CONTROL	1-10	1	LS		
B-5	CLEARING AND GRUBBING	2-01	1	LS		
B-6	REMOVE TREE, LARGE	2-01	3	EA		
B-7	REMOVE TREE, SMALL	2-01	1	EA		
B-8	REMOVE ASPHALT PAVEMENT	2-02	464	SY		
B-9	REMOVE CEM CONC PAVEMENT	2-02	117	SY		
B-10	PLANE OR GRIND PAVEMENT	2-02	574	SY		
B-11	REMOVE CURB	2-02	269	LF		
B-12	REMOVE AND SALVAGE BOLLARD	2-02	3	EA		
B-13	REMOVE VEHICLE SIGNAL HEAD	2-02	2	EA		
B-14	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	2-02	1	EA		
B-15	SAWCUT ASPHALT AND CEMENT CONCRETE, FULL DEPTH	2-02	1110	LF		
B-16	CRUSHED SURFACING BASE COURSE, 1-1/4 IN. MINUS	4-04	131	CY		
B-17	CRUSHED SURFACING TOP COURSE	4-04	11	CY		
B-18	SLOTTED SPEED HUMP	5-04	3	EA		
B-19	HMA CL. 1/2 IN	5-04	207	TN		
B-20	HMA FOR PAVEMENT REPAIR	5-04	68	SF		
B-21	ROADWAY CEM CONC, 6 IN MIN.	5-05	110	SY		
B-22	CATCH BASIN, TYPE 1	7-05	2	EA		
B-23	CATCH BASIN, TYPE 1L	7-05	2	EA		
B-24	CATCH BASIN, TYPE 2	7-05	1	EA		
B-25	SOLID WALL PVC STORM SEWER PIPE 12 IN. DIAM.	7-04	74	LF		
B-26	DUCTILE IRON CL 50 STORM SEWER PIPE 18 IN. DIAM	7-04	8	LF		
B-27	ADJUST MANHOLE OR CATCH BASIN	7-05	7	EA		
B-28	ADJUST WATER UTILITY	7-12	4	EA		
B-29	EROSION/WATER POLLUTION CONTROL	8-01	1	FA		
B-30	TOPSOIL TYPE A	8-02	42	CY		
B-31	SEEDED LAWN INSTALLATION	8-02	273	SY		
B-32	TREE ROOT BARRIER	8-02	30	LF		
B-33	CEMENT CONC. TRAFFIC CURB AND GUTTER	8-04	224	LF		
B-34	CEMENT CONC. WEDGE CURB	8-04	40	LF		

**MUST BE SUBMITTED WITH PROPOSAL**

B-35	CEMENT CONC. VERTICAL CURB	8-04	202	LF		
B-36	CEMENT CONC. CURB WALL	8-04	70	LF		
B-37	CEMENT CONC. VALLEY CURB	8-04	71	LF		
B-38	MOUNTABLE MEDIAN CURB	8-04	78	LF		
B-39	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 3	8-06	15	SY		
B-40	FLEXIBLE GUIDE POST	8-10	10	EA		
B-41	ANCHOR CUP PLUG CAP	8-10	10	EA		
B-42	CEMENT CONC. SIDEWALK	8-14	364	SY		
B-43	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR	8-14	5	EA		
B-44	DETECTABLE WARNING SURFACE	8-14	185	SF		
B-45	RRFB SYSTEM AT NE 80TH STREET AND 128TH AVE NE	8-20	1	LS		
B-46	RRFB SYSTEM AT NE 112TH PL AND 124TH AVE NE	8-20	1	LS		
B-47	SIGNAL MODIFICATION AT NE 85TH STREET AND 128TH AVE NE	8-20	1	LS		
B-48	DIRECTIONAL BORING AT NE 112TH PL AND 124TH AVE NE	8-20	1	LF		
B-49	REMOVE POST, STREET NAME	8-21	2	EA		
B-50	REMOVE POST, TRAFFIC SIGN	8-21	6	EA		
B-51	REMOVE SIGN, TRAFFIC	8-21	21	EA		
B-52	RELOCATE SIGN	8-21	17	EA		
B-53	RELOCATE SIGN, STREET NAME (MAST ARM MOUNTED)	8-21	2	EA		
B-54	SIGN, TRAFFIC, POST MOUNTED	8-21	93	EA		
B-55	CUSTOM SIGN, TRAFFIC, POST MOUNTED	8-21	49	EA		
B-56	SIGN, TRAFFIC, MAST ARM MOUNTED	8-21	13.5	SF		
B-57	POST, 2 IN SCHEDULE 40 GALV. PIPE	8-21	59	EA		
B-58	PAINT LINE, 4 IN. STRIPE	8-22	395	LF		
B-59	PAINT LINE, 6 IN. STRIPE	8-22	915	LF		
B-60	PLASTIC STOP BAR	8-22	235	LF		
B-61	PLASTIC CROSSWALK LINE	8-22	330	LF		
B-62	PLASTIC BICYCLE CROSSING PAVEMENT MARKING	8-22	190	SF		
B-63	PLASTIC BICYCLE LANE SYMBOL	8-22	6	EA		
B-64	PLASTIC SHARED LANE MARKING (SHARROW) SYMBOL	8-22	15	EA		
B-65	PLASTIC BI-DIRECTIONAL BIKE SHARROW SYMBOL	8-22	29	EA		
B-66	PLASTIC MODIFIED BI-DIRECTIONAL BIKE SHARROW SYMBOL	8-22	6	EA		
B-67	PLASTIC SLOTTED SPEED HUMP MARKING	8-22	12	EA		
B-68	PLASTIC TRAFFIC ARROW	8-22	6	EA		
B-69	PLASTIC TRAFFIC LETTER	8-22	2	EA		
B-70	REMOVING PAINT LINE	8-22	1365	LF		

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



**BID DEPOSIT**

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

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

PRINCIPAL:

SURETY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



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

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

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

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

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

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

List five projects of a similar nature which Contractor has completed within the last 10 years. Include contract amount and contact information for references:

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

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

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

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

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

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

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

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

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

**CITY OF KIRKLAND  
SUBCONTRACTOR IDENTIFICATION FOR CONTRACTS ESTIMATED TO BE  
IN EXCESS OF ONE MILLION DOLLARS (\$1,000,000.00)**

RCW 39.30.060 requires the following:

“(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  
ROSE HILL NEIGHBORHOOD GREENWAYS  
JOB NO. 25-18-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: "ROSE HILL NEIGHBORHOOD GREENWAYS, Job No. 25-18-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 **ROSE HILL NEIGHBORHOOD GREENWAYS, Job #25-18-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 **ROSE HILL NEIGHBORHOOD GREENWAYS, Job #25-18-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: _____ By: _____ Title: _____ Address: _____ City/Zip: _____ Telephone: ( ) _____	Surety: _____ By: _____ Title: _____ Address: _____ City/Zip: _____ 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**

ROSE HILL NEIGHBORHOOD GREENWAYS  
JOB NO. 25-18-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**

**PRINCIPAL**

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**  
ROSE HILL NEIGHBORHOOD GREENWAYS  
JOB NO. 25-18-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 generation 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**

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# 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 **ROSE HILL NEIGHBORHOOD GREENWAY**.

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.

1 **DIVISION 1 - GENERAL REQUIREMENTS**

2 **DESCRIPTION OF WORK**

3 This contract provides for the improvement of **ROSE HILL NEIGHBORHOOD GREENWAY**  
4 including installation of concrete curb, gutter, sidewalk, ADA curb ramps, storm drainage pipe and  
5 structures, driveway approaches, roadway reconstruction, modifications to existing signals, push-  
6 button activated crossing beacons, channelization striping, and landscaping, and other Work, all in  
7 accordance with the attached Contract Plans, these Contract Provisions, and the Standard  
8 Specifications.

9 **1-01 DEFINITIONS AND TERMS**

10 *(January 4, 2016 APWA GSP)*

11 **1-01.3 Definitions**

12 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them  
13 with the following:

14 **Dates**

15 ***Bid Opening Date***

16 The date on which the Contracting Agency publicly opens and reads the Bids.

17 ***Award Date***

18 The date of the formal decision of the Contracting Agency to accept the lowest  
19 responsible and responsive Bidder for the Work.

20 ***Contract Execution Date***

21 The date the Contracting Agency officially binds the Agency to the Contract.

22 ***Notice to Proceed Date***

23 The date stated in the Notice to Proceed on which the Contract time begins.

24 ***Substantial Completion Date***

25 The day the Engineer determines the Contracting Agency has full and unrestricted use  
26 and benefit of the facilities, both from the operational and safety standpoint, any  
27 remaining traffic disruptions will be rare and brief, and only minor incidental work,  
28 replacement of temporary substitute facilities, plant establishment periods, or correction  
29 or repair remains for the Physical Completion of the total Contract.

30 ***Physical Completion Date***

31 The day all of the Work is physically completed on the project. All documentation  
32 required by the Contract and required by law does not necessarily need to be furnished  
33 by the Contractor by this date.

34 ***Completion Date***

35 The day all the Work specified in the Contract is completed and all the obligations of the  
36 Contractor under the contract are fulfilled by the Contractor. All documentation required  
37 by the Contract and required by law must be furnished by the Contractor before  
38 establishment of this date.

39 ***Final Acceptance Date***

40 The date on which the Contracting Agency accepts the Work as complete.

41 Supplement this Section with the following:

42  
43 All references in the Standard Specifications, Amendments, or WSDOT General Special  
44 Provisions, to the terms "Department of Transportation", "Washington State Transportation  
45  
46

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

3  
4 All references to the terms “State” or “state” shall be revised to read “Contracting Agency”  
5 unless the reference is to an administrative agency of the State of Washington, a State  
6 statute or regulation, or the context reasonably indicates otherwise.

7  
8 All references to “State Materials Laboratory” shall be revised to read “Contracting Agency  
9 designated location”.

10  
11 All references to “final contract voucher certification” shall be interpreted to mean the  
12 Contracting Agency form(s) by which final payment is authorized, and final completion and  
13 acceptance granted.

14  
15 **Additive**

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

19  
20 **Alternate**

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

24  
25 **Business Day**

26 A business day is any day from Monday through Friday except holidays as listed in Section  
27 1-08.5.

28  
29 **Contract Bond**

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

33  
34 **Contract Documents**

35 See definition for “Contract”.

36  
37 **Contract Time**

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

40  
41 **Notice of Award**

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

44  
45 **Notice to Proceed**

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

49  
50 **Traffic**

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

1  
2 **1-02 BID PROCEDURES AND CONDITIONS**

3 *(January 24, 2011 APWA GSP)*  
4 **1-02.1 Prequalification of Bidders**

5 Delete this Section and replace it with the following:

6 **1-02.1 Qualifications of Bidder**

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

10  
11 *(1/1/2016 COK GSP)*

12 **1-02.1(1) Supplemental Qualifications Criteria**

13 Add the following new section:

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

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

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

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

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

- 45 1. Criterion. The bidder must demonstrate a record of successful and timely resolution of  
46 Change Orders including compliance with public contract Change Order resolution  
47 procedures (e.g. timely notice of event giving rise to the Change Order, timely submission of

1 a statement of the cost and/or impact of the Change Order unless the bidder is able to show  
2 extenuating circumstances that explain bidder's failure to timely provide such information to  
3 the satisfaction of Contracting Agency.

4 2. Documentation. As evidence that the bidder meets the supplemental responsibility criteria,  
5 after bids are opened and within two (2) business days of the public notice of Contracting  
6 Agency's tabulation of bids, the lowest responsive bidder must submit the following  
7 documentation of public works projects completed within the previous three (3) years and  
8 include for each project the following:

9 a. The Owner and contact information for the Owner;

10 b. A listing of Change Orders and a signed statement from the bidder that the project  
11 timelines concerning resolution of Change Orders was complied with, and if not,  
12 provide a written explanation of what the bidder believes to be the extenuating  
13 circumstances excusing compliance with the Contract Change Order notice and  
14 claim provisions.

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

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

18 **1-02.2 Plans and Specifications**

19 Delete this section and replace it with the following:

20 Information as to where Bid Documents can be obtained or reviewed can be found in the Invitation  
21 for Bids for the work.

22 After award of the contract, plans and specifications will be issued to the Contractor at no cost as  
23 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")	3	Furnished only upon request.

24  
25 Additional plans and Contract Provisions may be obtained by the Contractor from the source stated  
26 in the Call for Bids, at the Contractor's own expense.

27 **(August 15, 2016 APWA GSP Option A)**

28 **1-02.4(1) General**

29  
30 The first sentence of the last paragraph is revised to read:

31  
32 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, must  
33 request the explanation or interpretation in writing soon enough to allow a written reply to reach  
34 all prospective Bidders before the submission of their Bids.  
35

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

37 **1-02.4(2) Subsurface Information**

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

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

3 **(July 31, 2017 APWA GSP)**

4 **1-02.5 Proposal Forms**

5 Delete this section and replace it with the following:

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

15  
16 The Contracting Agency reserves the right to arrange the proposal forms with alternates and  
17 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates  
18 and additives set forth in the Proposal Form unless otherwise specified.  
19

20 **(June 4, 2020, WSDOT GSP)**

21 **1-02.6 Preparation of Proposal**

22 Item number 1 in the fifth paragraph of Section 1-02.6 is revised to read:

- 23 1. Subcontractors who will perform the work of structural steel installation, rebar installation, heating,  
24 ventilation, air conditioning and plumbing as described in RCW 18.106 and electrical as described in  
25 RCW 19.28, and

26 **(June 20, 2017 APWA GSP)**

27 Supplement the second paragraph with the following:

- 28 4. If a minimum bid amount has been established for any item, the unit or lump sum price must  
29 equal or exceed the minimum amount stated.
- 30 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the  
31 signer of the bid.  
32

33 Delete the fourth paragraph and replace it with the following:

34  
35 The Bidder shall submit with the Bid a completed Underutilized Disadvantaged Business Enterprise  
36 (UDBE) Utilization Certification, when required by the Special Provisions. For each and every UDBE  
37 firm listed on the Bidder's completed Underutilized Disadvantaged Business Enterprise Utilization  
38 Certification, the Bidder shall submit written confirmation from that UDBE firm that the UDBE is in  
39 agreement with the UDBE participation commitment that the Bidder has made in the Bidder's  
40 completed Underutilized Disadvantaged Business Enterprise Utilization Certification. WSDOT Form  
41 422-031U (Underutilized Disadvantaged Business Enterprise Written Confirmation Document) is to  
42 be used for this purpose. Bidder must submit good faith effort documentation with the Underutilized  
43 Disadvantaged Business Enterprise Utilization Certification only in the event the bidder's efforts to  
44 solicit sufficient UDBE participation have been unsuccessful. Directions for delivery of the  
45 Underutilized Disadvantaged Business Enterprise Written Confirmation Documents and Underutilized  
46 Disadvantaged Business Enterprise Good Faith Effort documentation are included in Sections 1-02.9  
47

48 Delete the last paragraph, and replace it with the following:  
49

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

2  
3 A bid by a corporation shall be executed in the corporate name, by the president or a vice president  
4 (or other corporate officer accompanied by evidence of authority to sign).

5  
6 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of  
7 the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be  
8 satisfied through such an agreement.

9  
10 A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint  
11 venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE  
12 requirements are to be satisfied through such an agreement.

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

14 **1-02.7 Bid Deposit**

15 Supplement this section with the following:

16 Bid bonds shall contain the following:

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

26  
27 If so stated in the Contract Provisions, bidder must use the bond form included in the Contract  
28 Provisions.

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

30 ***(1/1/2016 COK GSP)***

31 **1-02.8 Noncollusion Declaration and Lobbying Certification**

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

33 **Conflict of Interest**

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

42 ***(July 31, 2017 APWA GSP, Option A)***

1 **1-02.9 Delivery of Proposal**

2  
3 Delete this section and replace it with the following:

4  
5 Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number  
6 as stated in the Invitation for Bids clearly marked on the outside of the envelope, or as otherwise  
7 required in the Bid Documents, to ensure proper handling and delivery.

8  
9 If the project has FHWA funding and requires UDBE Written Confirmation Document(s) or Good Faith  
10 Effort (GFE) Documentation, then to be considered responsive, the Bidder shall submit Written  
11 Confirmation Documentation from each UDBE firm listed on the Bidder's completed UDBE Utilization  
12 Certification, form 272-056U, as required by Section 1-02.6. The UDBE Written Confirmation  
13 Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to  
14 the Bid. The document(s) shall be received **no later than 24 hours** (not including Saturdays,  
15 Sundays and Holidays) after the time for delivery of the Bid Proposal.

16  
17 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage  
18 Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in  
19 compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per  
20 Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes" document shall be  
21 received either with the Bid Proposal or **no later than 24 hours** (not including Saturdays, Sundays  
22 and Holidays) after the time for delivery of the Bid Proposal.

23  
24 If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope  
25 labeled the same as for the Proposal, with "Supplemental Information" added. All other information  
26 required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the  
27 time stated in the Invitation for Bids.

28  
29 The Contracting Agency will not open or consider any Bid Proposal that is received after the time  
30 specified in the Invitation for Bids for receipt of Bid Proposals, or received in a location other than that  
31 specified in the Invitation for Bids. The Contracting Agency will not open or consider any  
32 "Supplemental Information" (UDBE confirmations, GFE documentation, or Certification of Compliance  
33 with Wage Payment Statutes) that is received after the time specified above, or received in a location  
34 other than that specified in the Invitation for Bids.

35  
36 **(July 23, 2015 APWA GSP)**  
37 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

38  
39 Delete this section, and replace it with the following:

40  
41 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise,  
42 or supplement it if:

- 43  
44 1. The Bidder submits a written request signed by an authorized person and physically delivers  
45 it to the place designated for receipt of Bid Proposals, and  
46 2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals,  
47 and  
48 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency  
49 before the time set for receipt of Bid Proposals.

50  
51 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time  
52 set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package  
53 to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If

1 the Bidder does not submit a revised or supplemented package, then its bid shall be considered  
2 withdrawn.

3  
4 Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the  
5 Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise,  
6 or supplement a Bid Proposal are not acceptable.

7  
8 **(June 20, 2017 APWA GSP)**  
9 **1-02.13 Irregular Proposals**

10 Delete this section and replace it with the following:

- 11  
12 1. A Proposal will be considered irregular and will be rejected if:
- 13 a. The Bidder is not prequalified when so required;
  - 14 b. The authorized Proposal form furnished by the Contracting Agency is not used or  
15 is altered;
  - 16 c. The completed Proposal form contains any unauthorized additions, deletions,  
17 alternate Bids, or conditions;
  - 18 d. The Bidder adds provisions reserving the right to reject or accept the award, or  
19 enter into the Contract;
  - 20 e. A price per unit cannot be determined from the Bid Proposal;
  - 21 f. The Proposal form is not properly executed;
  - 22 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,  
23 as required in Section 1-02.6;
  - 24 h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged  
25 Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - 26 i. The Bidder fails to submit written confirmation from each UDBE firm listed on the  
27 Bidder's completed UDBE Utilization Certification that they are in agreement with  
28 the bidder's UDBE participation commitment, if applicable, as required in Section  
29 1-02.6, or if the written confirmation that is submitted fails to meet the  
30 requirements of the Special Provisions;
  - 31 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable,  
32 as required in Section 1-02.6, or if the documentation that is submitted fails to  
33 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - 34 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the  
35 material terms of the Bid invitation; or
  - 36 l. More than one Proposal is submitted for the same project from a Bidder under  
37 the same or different names.
- 38  
39 2. A Proposal may be considered irregular and may be rejected if:
- 40 a. The Proposal does not include a unit price for every Bid item;
  - 41 b. Any of the unit prices are excessively unbalanced (either above or below the  
42 amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - 43 c. Receipt of Addenda is not acknowledged;
  - 44 d. A member of a joint venture or partnership and the joint venture or partnership  
45 submit Proposals for the same project (in such an instance, both Bids may be  
46 rejected); or
  - 47 e. If Proposal form entries are not made in ink.
- 48

49 **(July 31, 2017 APWA GSP, Option A)**  
50 **1-02.14 Disqualification of Bidders**

51 Delete this section and replace it with the following:

1 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
2 responsibility criteria in RCW 39.04.350(1), as amended.  
3 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria  
4 in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to  
5 request documentation as needed from the Bidder and third parties concerning the Bidder's  
6 compliance with the mandatory bidder responsibility criteria.

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

13 If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility  
14 criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall  
15 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this  
16 determination, it may appeal the determination within two (2) business days of the Contracting  
17 Agency's determination by presenting its appeal and any additional information to the Contracting  
18 Agency. The Contracting Agency will consider the appeal and any additional information before  
19 issuing its final determination. If the final determination affirms that the Bidder is not responsible, the  
20 Contracting Agency will not execute a contract with any other Bidder until at least two business days  
21 after the Bidder determined to be not responsible has received the Contracting Agency's final  
22 determination.

23  
24 **(August 14, 2013 APWA GSP)**  
25 **1-02.15 Pre Award Information**

26 Revise this section to read:

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

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

40  
41 **1-03 AWARD AND EXECUTION OF CONTRACT**

42 **(January 23, 2006 APWA GSP)**  
43 **1-03.1 Consideration of Bids**

44 Revise the first paragraph to read:

45 After opening and reading proposals, the Contracting Agency will check them for correctness of  
46 extensions of the prices per unit and the total price. If a discrepancy exists between the price per  
47 unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount

1 has been established for any item and the bidder's unit or lump sum price is less than the minimum  
2 specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the  
3 minimum specified amount and recalculate the extension. The total of extensions, corrected where  
4 necessary, including sales taxes where applicable and such additives and/or alternates as selected  
5 by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the  
6 Awarded Contract Price amount and the amount of the contract bond.

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

8 **1-03.3 Execution of Contract**

9 Revise this section to read:

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

13 Within ten (10) calendar days after the award date, the successful bidder shall return the signed  
14 Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18,  
15 and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by  
16 the Contracting Agency, the successful bidder shall provide any pre-award information the  
17 Contracting Agency may require under Section 1-02.15.

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

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

26 **(1/1/2016 COK GSP)**

27 **1-03.4 Contract Bond**

28 Revise the first paragraph to read:

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

- 32 1. Be on Contracting Agency-furnished form(s);
- 33 2. Be signed by an approved surety (or sureties) that:
  - 34 a. Is registered with the Washington State Insurance Commissioner, and
  - 35 b. Appears on the current Authorized Insurance List in the State of Washington published by the
  - 36 Office of the Insurance Commissioner, and
  - 37 c. Have an A.M. best rating of A:VII or better.
- 38 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions  
39 under the Contract, including but not limited to the duty and obligation to indemnify, defend, and  
40 protect the Contracting Agency against all losses and claims related directly or indirectly from any  
41 failure:
  - 42 a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of  
43 the Contractor) to faithfully perform and comply with all contract obligations, conditions, and  
44 duties, or

- 1 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay  
2 all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any  
3 other person who provides supplies or provisions for carrying out the work;
- 4 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under  
5 titles 50, 51, and 82 RCW; and
- 6 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
- 7 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or  
8 partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice  
9 president, unless accompanied by written proof of the authority of the individual signing the  
10 bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such  
11 effect signed by the president or vice president).

12  
13  
14 **(1/1/2016 COK GSP)**

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

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

21 **1-03.4(1) Retainage in Lieu of Contract Bond**

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

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

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

43 **1-03.7 Judicial Review**

44  
45 Revise this section to read:

46  
47 Any decision made by the Contracting Agency regarding the Award and execution of the Contract or  
48 Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington  
49 Law. Such review, if any, shall be timely filed in the Superior Court of the county where the  
50 Contracting Agency headquarters is located, provided that where an action is asserted against a  
51 county, RCW 36.01.05 shall control venue and jurisdiction.

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**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 **CLEARING AND GRUBBING, SEEDED LAWN INSTALLATION,** and **DIRECTIONAL BORING AT NE 112TH PL AND 124TH AVE NE** 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.

*(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

1 and waste sites, and construction staging area shall be left neat and presentable. Immediately after  
2 completion of the Work, the Contractor shall cleanup and remove all refuse and unused materials of  
3 any kind resulting from the Work. Failure to do the final cleanup may result in the final cleanup being  
4 done by the Owner and the cost thereof charged to the Contractor and deducted from the  
5 Contractor's final progress estimate.

6 The Contractor shall:

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

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

## 26 **1-05 CONTROL OF WORK**

### 27 **1-05.4 Conformity with and Deviations from Plans and Stakes**

28 Add the following two new sub-sections:

29 *(1/1/2016 COK GSP)*

#### 30 **1-05.4(1) Roadway and Utility Surveys**

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

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

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

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

- 44 1. Construction centerline or an offset to construction centerline shall be staked at all angle points  
45 and 100-foot intervals on tangents.

- 1           2.    Offset stakes of JUT Centerline at all angle points and at 50-foot intervals on tangents
- 2           a.    Cut/fill shall reference the elevations of the lowest conduit.
- 3           b.    Offset shall reference the location of the center of trench and list the width of the trench
- 4           section.
- 5           3.    Offset stakes of all structure control/location points shown on the undergrounding Plans.
- 6           a.    Each vault, handhold, and junction box shall have a sets of off-set points provided each
- 7           location point shown in the location tables Cut/Fill shall reference elevations of the finish
- 8           grade of the top lid of the structure.
- 9           b.    Each pole riser and stub up, shall have at least one set of off-set hubs provided with cut/fills
- 10          to finish ground elevations.
- 11          c.    Finish grade elevations of all structures shall be determined by the Contractor based on
- 12          the typical sections and details provide on the Contract Drawings.
- 13          4.    Offset stakes at face or walls.
- 14          5.    Offset staking of all drainage structures and drainage pipes at 50-foot intervals.
- 15          6.    Location of all right-of-way and easements adjacent to the work area as shown on the right-
- 16          of-way Plans.
- 17          7.    Offset of all permanent concrete sidewalks, curb ramps, and driveways.
- 18

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

21           The above information shall also be shown on a written Cut Sheet and provided to the City inspector  
22           48-hours prior to installation of the items being staked.

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

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

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

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

36           **(October 1, 2005 APWA GSP)**  
37           **1-05.4(2)        Bridge and Structure Surveys**

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

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

- 42           1.    Centerline or offsets to centerline of the structure.
- 43           2.    Stations of abutments and pier centerlines.

- 1           3. A sufficient number of bench marks for levels to enable the Contractor to set grades at
- 2           reasonably short distances.
- 3           4. Monuments and control points as shown in the Plans.

4  
5           The Contractor shall establish all secondary survey controls, both horizontal and vertical, as  
6           necessary to assure proper placement of all project elements based on the primary control points  
7           provided by the Engineer. Survey work shall be within the following tolerances:

8           Stationing	+ .01 foot
9           Alignment	+ .01 foot (between successive points)
10          Superstructure Elevations	+ .01 foot (from plan elevations)
11          Substructure Elevations	+ .05 foot (from plan elevations)

12  
13          During the progress of the work, the Contractor shall make available to the Engineer all field books  
14          including survey information, footing elevations, cross sections and quantities.

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

17          **(1/1/2016 COK GSP)**  
18          **Measurement**

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

20          **Payment**

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

23                 "Construction Surveying", per lump sum.

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

27          **(October 1, 2005 APWA GSP)**  
28          **1-05.7 Removal of Defective and Unauthorized Work**

29          Supplement this section with the following:

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

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

40                 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying  
41                 defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by  
42                 the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the

1 Contractor. Such direct and indirect costs shall include in particular, but without limitation,  
2 compensation for additional professional services required, and costs for repair and replacement of  
3 work of others destroyed or damaged by correction, removal, or replacement of the Contractor's  
4 unauthorized work.

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

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

11 **(1/1/2016 COK GSP)**  
12 **1-05.9 Equipment**

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

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

16 **(1/1/2016 COK GSP)**  
17 **1-05.10 Guarantees**

18 Section 1-05.10 is supplemented as follows:

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

30 **(October 1, 2005 APWA GSP)**  
31 **1-05.11 Final Inspection**

32 Delete this section and replace it with the following:

33 **1-05.11 Final Inspections and Operational Testing**

34 **1-05.11(1) Substantial Completion Date**

35 When the Contractor considers the work to be substantially complete, the Contractor shall so notify  
36 the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's  
37 request shall list the specific items of work that remain to be completed in order to reach physical  
38 completion. The Engineer will schedule an inspection of the work with the Contractor to determine  
39 the status of completion. The Engineer may also establish the Substantial Completion Date  
40 unilaterally.

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

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

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

8 **1-05.11(2) Final Inspection and Physical Completion Date**

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

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

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

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

26 **1-05.11(3) Operational Testing**

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

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

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

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

1 **1-05.12 Final Acceptance**

2 Add the following new section:

3  
4 **1-05.12(1) One-Year Guarantee Period**

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

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

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

20 **(August 14, 2013 APWA GSP)**

21 **1-05.13 Superintendents, Labor and Equipment of Contractor**

22 Delete the sixth and seventh paragraph of this section.

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

24 **1-05.15 Method of Serving Notices**

25 Revise the second paragraph to read:

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

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

33 **1-05.16 Water and Power**

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

37 Add the following new section:

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

39 **1-05.18 Record Drawings**

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

44 This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan  
45 sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on

1 site at the Contractor's field office, and shall be available for review by the Contracting Agency at all  
2 times. The Contractor shall bring the Record Drawings to each progress meeting for review.

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

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

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

17  
18  
19 If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting  
20 Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record  
21 Drawings.

22  
23 When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits  
24 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

25  
26 Making Entries on the Record Drawings:

- 27 • Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to
- 28 the following color code:
- 29 • Additions - Red
- 30 • Deletions - Green
- 31 • Comments - Blue
- 32 • Dimensions - Graphite
- 33 • Provide the applicable reference for all entries, such as the change order number, the request
- 34 for information (RFI) number, or the approved shop drawing number.
- 35 • Date all entries.
- 36 • Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such
- 37 as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

38  
39  
40 The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of  
41 built conditions, and in conformance with the requirements detailed above. The Contractor shall

1 submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the  
2 Record Drawings is one of the requirements for achieving Physical Completion.

3  
4 Payment will be made for the following bid item:  
5

Record Drawings (Minimum Bid \$5,000)	Lump Sum
--	----------

6  
7 Payment for this item will be made on a prorated monthly basis for work completed in accordance  
8 with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid  
9 upon submittal and approval of the completed Record Drawings set prepared in conformance with  
10 these Special Provisions.

11  
12 A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid  
13 at least that amount.  
14

15 **1-06 CONTROL OF MATERIAL**

16 *(1/1/2016 COK GSP)*

17 **1-06.1 Approval of Materials Prior to Use**

18 Section 1-06.1 is supplemented as follows:

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

21 *(June 27, 2011 AWWA GSP)*

22 **1-06.1(4) Fabrication Inspection Expense**

23 Delete this section in its entirety.

24 *(January 4, 2016 APWA GSP)*

25 **1-06.6 Recycled Materials**

26 Delete this section, including its subsections, and replace it with the following:  
27

28 The Contractor shall make their best effort to utilize recycled materials in the construction of the  
29 project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.  
30

31 Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were  
32 utilized in the construction of the project for each of the items listed in Table 9-03.21(1)E in Section  
33 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel  
34 furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from  
35 concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075  
36 Recycled Materials Reporting.  
37

38 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

39 *(1/1/2016 COK GSP)*

40 **1-07.1 Laws to Be Observed**

41 Section 1-07.1 is supplemented with the following:

42 The Contractor shall at all times eliminate noise to the maximum practicable extent. Air compressing  
43 plants shall be equipped with silencers, and the exhaust of all gasoline motors or other power  
44 equipment shall be provided with mufflers. Special care shall be used to avoid noise or other

1 nuisances, and the Contractor shall strictly observe all federal, state, and local regulations  
2 concerning noise.

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

## 6 **Compliance with Laws**

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

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

11 Supplement this section with the following:

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

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

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

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

### 30 **(1/1/2016 COK GSP)**

#### 31 **Contractor's Safety Responsibilities**

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

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

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

38 This project, the Contractor and its subcontractors, shall, at all times, be governed by Chapter XIII of  
39 Title 29, Code of Federal Regulations, Part 1518 - Safety and Health Regulations for Construction  
40 (35 CFR 75), as amended to date.

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

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

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

9 **(May 13, 2020 WSDOT GSP)**

10 Section 1-07.1 is supplemented with the following:

11 In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and safety  
12 plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these specifications, COVID-  
13 19 Health and Safety Plan (CHSP). A copy of the CHSP developed by the Contractor shall be  
14 submitted to the Engineer as a Type 2 Working Drawing.

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

16 **1-07.2 State Taxes**

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

18 **1-07.2 State Sales Tax**

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

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

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

32 **1-07.2(1) State Sales Tax — Rule 171**

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

41 **1-07.2(2) State Sales Tax — Rule 170**

42 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing  
43 buildings, or other structures, upon real property. This includes, but is not limited to, the construction  
44 of streets, roads, highways, etc., owned by the state of Washington; water mains and their  
45 appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal  
46 systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical

1 power distribution lines, or other conduits or lines in or above streets or roads, unless such power  
2 lines become a part of a street or road lighting system; and installing or attaching of any article of  
3 tangible personal property in or to real property, whether or not such personal property becomes a  
4 part of the realty by virtue of installation.

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

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

14 **1-07.2(3) Services**

15 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly  
16 for professional or other services (as defined in Washington State Department of Revenue Rules  
17 138 and 244).

18 **(May 13, 2020 WSDOT GSP)**  
19 **1-07.04(2) Health Hazards**

20 Section 1-07.4(2) is supplemented with the following:

21 **COVID-19 Health and Safety Plan (CHSP)**

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

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

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

34 **COVID-19 Health and Safety Plan (CHSP) Inspection**

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

43

1 **(July 18, 2016 APWA GSP, Option C)**  
2 **1-07.11 Requirements for Nondiscrimination**

3  
4 Supplement this section with the following:

5  
6 **Voluntary Minority, Small, Veteran and Women's Business Enterprise (MSVWBE) Participation**

7  
8 **General Statement**

9 Voluntary goals for minority, small, veteran and women business enterprises are included in this  
10 Contract. The Contractor is encouraged to utilize MSVWBEs in accordance with these  
11 Specifications, RCW 39.19 and Executive Order 13-01 (issued by the Governor of Washington  
12 on May 10, 2013).

13  
14 No preference will be included in the evaluation of the Contractor's Proposal or Bid; no minimum  
15 level of MSVWBE participation is required as a condition of award or completion of the Contract;  
16 and a Proposal or Bid will not be rejected or considered non-responsive on that basis.

17  
18 The goals are voluntary and outreach efforts to provide MSVWBEs maximum practicable  
19 opportunities are encouraged.

20  
21 **Non-Discrimination**

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

25  
26 The Contractor shall make Voluntary MSVWBE Participation a part of all subcontracts and  
27 agreements entered into as a result of this Contract.

28  
29 **Voluntary MSVWBE Participation Goals**

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

32  
33 The Contracting Agency has established the following voluntary goals:

34  
35

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

36  
37  
38  
39

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

44  
45 **Definitions**

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

49  
50 **Small Business** – A business meeting the Washington State requirements for a "Small  
51 business", "Minibusines" or "Microbusiness as defined in RCW 39.26.010 and included on  
52 the WSDOT Office of Equal Opportunity list of Small Businesses at  
53 <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

54  
55 **Veteran Business** – A veteran owned business meeting the requirements of RCW  
56 43.60A.010 and included on the WSDOT Office of Equal Opportunity list of Veteran  
57 Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

1  
2 **Women Business Enterprise (WBE)** – A women owned business meeting the  
3 requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office  
4 of Minority & Women’s Business Enterprises.  
5

6 **MSVWBE Inclusion Plan**

7 A MSVWBE Inclusion Plan shall be submitted to the Engineer prior to the start of Work on the  
8 project. The plan is submitted for the Contracting Agency’s information. Approval of the plan is  
9 not required; an incomplete plan will be returned for correction and resubmittal. The plan shall  
10 include the information identified in the guidelines at  
11 <http://www.wsdot.wa.gov/EqualOpportunity/MSVWBE.htm>.  
12

13 **MSVWBE Reporting**

14 An end of project Report of Amounts Paid to MSVWBEs shall be submitted to the Engineer after  
15 Physical Completion of the Contract. The end of project report is due 20 calendar days after the  
16 physical completion of the project has been issued.  
17

18 The end of project report shall include payments to all eligible businesses regardless of their  
19 listing on the MSVWBE Inclusion Plan. If the Contractor is a MSVWBE the amounts paid by the  
20 Contracting Agency for Work performed by the Contractor shall also be reported.  
21

22 **MSVWBE Payment**

23 All costs for implementation of the requirements for Voluntary MSVWBE Participation shall be  
24 included in the associated items of Contract Work.  
25

26 **(1/1/2016 COK GSP)**

27 **1-07.14 Responsibility for Damage**

28 Section 1-07.14 is supplemented with the following:

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

37 **1-07.15 Temporary Water Pollution/Erosion Control**

38 **(1/1/2016 COK GSP)**

39 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

40 **SPCC Plan Element Requirements** is supplemented with the following:

- 41 2. City of Kirkland spill response hotline (425) 587-3900 shall be listed as the first point of contact.

42 **1-07.16 Protection and Restoration of Property**

43 **1-07.16(2) Vegetation Protection and Restoration**

44 Section 1-07.16(2) is supplemented with the following:

45 (\*\*\*\*\*)

46 Restore all cultivated areas which are disturbed or damaged by actions of the Contractor to their  
47 original condition.

1 The materials storage areas shall be regraded and reseeded at the conclusion of the project. Any  
2 damage to fences, walks, curbs, driveways, etc. shall be handled in accordance with the application  
3 sections of these specifications.

4  
5 **(August 2, 2010 APWA GSP)**  
6

7 Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1-foot  
8 radius for each inch of trunk diameter at breast height.

9 Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to  
10 twice the radius of the shrub.

11 Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the  
12 diameter of the plant as measured from the outer edge of the plant

13  
14 **(1/1/2016 COK GSP)**

15 **1-07.16(3) Fences, Mailboxes, Incidentals**

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

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

21 **(1/1/2016 COK GSP)**

22 **1-07.17 Utilities and Similar Facilities**

23 Section 1-07.17 is supplemented with the following:

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

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

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

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

- 34 1. Water, sewer, storm, streets – minimum two working days in advance
  - 35 2. Power (Electric and Natural Gas) – minimum 48 hours in advance
  - 36 3. Telephone – minimum 30 days in advance
  - 37 4. Natural Gas – minimum 48 hours in advance
  - 38 5. Cable Television – minimum 48 hours in advance
  - 39 6. Transit – minimum 21 days in advance
- 40

1 The following is a list of some utilities serving the Kirkland area. This is not intended or represented to be  
 2 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	Tom Christ	(425) 587-3900
Storm Drainage	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Jason Osborn	(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	Frontier Communications		Jay Schwab	(425) 263-4035
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Raymond Pilkenton	(425) 263-5332
Network	Verizon/MCI	11311 NE 120 <sup>th</sup> St Kirkland, WA 98034	Brad Landis Scott Christenson	(425) 201-0901 (425) 471-1079
School District Transportation	Lake Washington School District	15212 NE 95th St Redmond, WA 98052	Jeff Miles Beth Brooks	(425) 398-5120 (425) 882-5147
Transit	King County METRO	MS SVQ-TR-0100 1270 6th Ave S Seattle, WA 98134	METRO Construction Information Center	(206) 684-2732
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

3  
 4 Note that most utility companies may be contacted for locations through the "One Call" system, 1-  
 5 800-424-5555. In the event of a gas emergency, call 911 and then the PSE hotline at 1-888-225-  
 6 5773 (1-888-CALL-PSE).

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

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

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

17 **Other Notifications**

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

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

6 Loop Detection Systems: Where an excavation is to take place through a signal loop detector system,  
7 the Contractor shall provide at least five (5) Working Days advance notice to the City Signal Shop at  
8 (425) 587-3920 to coordinate temporary signal wire disconnect and installation of temporary signal  
9 detection equipment.

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

14 **(1/1/2016 COK GSP)**

15 **1-07.17(2) Utility Construction, Removal or Relocation by Others**

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

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

20 **(January 4, 2016 APWA GSP)**

21 **1-07.18 Public Liability and Property Damage Insurance**

22  
23 Delete this section in its entirety, and replace it with the following:

24  
25 **1-07.18 Insurance**

26  
27 **1-07.18(1) General Requirements**

- 28 A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-  
29 07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A: VII  
30 and licensed to do business in the State of Washington. The Contracting Agency reserves the right  
31 to approve or reject the insurance provided, based on the insurer's financial condition.  
32
- 33 B. The Contractor shall keep this insurance in force without interruption from the commencement of the  
34 Contractor's Work through the term of the Contract and for thirty (30) days after the Physical  
35 Completion date, unless otherwise indicated below.  
36
- 37 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all  
38 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state  
39 that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be  
40 maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier  
41 termination of this Contract, and the Contractor shall annually provide the Contracting Agency with  
42 proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or  
43 economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or  
44 execute another form of guarantee acceptable to the Contracting Agency to assure financial  
45 responsibility for liability for services performed.  
46
- 47 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability  
48 insurance policies shall be primary and non-contributory insurance as respects the Contracting

1 Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or  
2 self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's  
3 insurance and shall not contribute with it.  
4

5 E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of  
6 any policy cancellation, within two business days of their receipt of such notice.  
7

8 F. The Contractor shall not begin work under the Contract until the required insurance has been  
9 obtained and approved by the Contracting Agency  
10

11 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material  
12 breach of contract, upon which the Contracting Agency may, after giving five business days' notice to  
13 the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure  
14 or renew such insurance and pay any and all premiums in connection therewith, with any sums so  
15 expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the  
16 Contracting Agency, offset against funds due the Contractor from the Contracting Agency.  
17

18 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the  
19 Contract and no additional payment will be made.  
20

### 21 **1-07.18(2) Additional Insured**

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

- 25 • the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- 26 • Toole Design Group, LLC
- 27 • Concord Engineering, Inc.
- 28 • Lin & Associates, Inc.  
29

30 The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by  
31 the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those  
32 required by this Contract, and irrespective of whether the Certificate of Insurance provided by the  
33 Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.  
34

35 For Commercial General Liability insurance coverage, the required additional insured endorsements shall  
36 be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for  
37 completed operations.  
38

### 39 **1-07.18(3) Subcontractors**

40 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies  
41 with all applicable requirements of the Contractor-provided insurance as set forth herein, except the  
42 Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by  
43 Subcontractors.  
44

45 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as  
46 additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-  
47 07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG  
48 20 37 10 01 for completed operations.  
49

50 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency  
51 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every  
52 tier as required in 1-07.18(4) Verification of Coverage.  
53

### 54 **1-07.18(4) Verification of Coverage**

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

7  
8 Verification of coverage shall include:

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

16  
17 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full  
18 and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full  
19 and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

## 20 21 **1-07.18(5) Coverages and Limits**

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

26  
27 All deductibles and self-insured retentions must be disclosed and are subject to approval by the  
28 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention  
29 shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to  
30 any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the  
31 responsibility of the Contractor.

### 32 33 **1-07.18(5)A Commercial General Liability**

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

39  
40 The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate  
41 limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

42  
43 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's  
44 completed operations for at least three years following Substantial Completion of the Work.

45  
46 Such policy must provide the following minimum limits:

47	\$1,000,000	Each Occurrence
48	\$2,000,000	General Aggregate
49	\$2,000,000	Products & Completed Operations Aggregate
50	\$1,000,000	Personal & Advertising Injury each offence
51	\$1,000,000	Stop Gap / Employers' Liability each accident

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**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

**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.

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

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

14 **(1/1/2016 COK GSP)**

15 **Pedestrian Control and Protection**

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

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

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

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

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

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

38 **1-07.23(1) Construction under Traffic**

39  
40 Revise the third sentence of the second paragraph to read:

41  
42 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by  
43 the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed  
44 during construction.

45 **(February 3, 2020, WSDOT GSP)**

1 Section 1-07.23(1) is supplemented with the following:

2 **Work Zone Clear Zone**

3 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only  
4 to temporary roadside objects introduced by the Contractor’s operations and does not apply to preexisting  
5 conditions or permanent Work. Those work operations that are actively in progress shall be in accordance  
6 with adopted and approved Traffic Control Plans, and other contract requirements.

7 During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected  
8 by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be  
9 permitted only if the Engineer approves the installation and location.

10 During actual hours of work, unless protected as described above, only materials absolutely necessary to  
11 construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction  
12 shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

13 The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within  
14 the WZCZ at any time unless protected as described above.

15 Deviation from the above requirements shall not occur unless the Contractor has requested the deviation  
16 in writing and the Engineer has provided written approval.

17 Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

18

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
65 mph or greater	35

19 **Minimum Work Zone Clear Zone Distance**

20 **(July 23, 2015 APWA GSP)**  
21 **1-07.24 Rights of Way**

22 Delete this section and replace it with the following:

23  
24 Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the  
25 Plans. The Contractor’s construction activities shall be confined within these limits, unless  
26 arrangements for use of private property are made.

27  
28 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and  
29 easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this  
30 are noted in the Bid Documents or will be brought to the Contractor’s attention by a duly issued  
31 Addendum.  
32

1 Whenever any of the work is accomplished on or through property other than public Right of Way, the  
2 Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained  
3 by the Contracting Agency from the owner of the private property. Copies of the easement  
4 agreements may be included in the Contract Provisions or made available to the Contractor as soon  
5 as practical after they have been obtained by the Engineer.  
6

7 Whenever easements or rights of entry have not been acquired prior to advertising, these areas are  
8 so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where  
9 right of way, easements or rights of entry have not been acquired until the Engineer certifies to the  
10 Contractor that the right of way or easement is available or that the right of entry has been received.  
11 If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining  
12 easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The  
13 Contractor agrees that such delay shall not be a breach of contract.  
14

15 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes  
16 entry onto easements and private property where private improvements must be adjusted.  
17

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

30 **(1/1/2016 COK GSP)**

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

1 **PROPERTY RELEASE**

2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 *(Contractor's name and address)*

6  
7  
8 DATE: \_\_\_\_\_

9 I, \_\_\_\_\_ owner of  
10 \_\_\_\_\_, hereby release \_\_\_\_\_,  
11 *(Contractor's name)*

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

16  
17 Signed: \_\_\_\_\_

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

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

20 \_\_\_\_\_  
21 Phone: \_\_\_\_\_

22 **1-08 PROSECUTION AND PROGRESS**

23 Add the following new section:

24 ***(May 25, 2006 APWA GSP)***  
25 **1-08.0 Preliminary Matters**

26 Add the following new section:

27 ***(October 10, 2008 APWA GSP)***  
28 **1-08.0(1) Preconstruction Conference**

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

- 32 1. To review the initial progress schedule;  
33 4. To establish a working understanding among the various parties associated or affected by the  
34 work;  
35 5. To establish and review procedures for progress payment, notifications, approvals, submittals,  
36 etc.;  
37 6. To establish normal working hours for the work;  
38 7. To review safety standards and traffic control; and  
39 8. To discuss such other related items as may be pertinent to the work.

40  
41 The Contractor shall prepare and submit at the preconstruction conference the following:

- 42 1. A breakdown of all lump sum items;  
43 2. A preliminary schedule of working drawing submittals; and  
44 3. A list of material sources for approval if applicable.  
45

46 Add the following new section:

1 (1/1/2016 COK GSP)

2 1-08.0(2) Hours of Work

3 Except in the event of an emergency, no work shall be done between the hours of 6:00 p.m. and  
4 7:00 a.m., or weekends (except driveway construction), or holidays observed by the City of Kirkland  
5 and identified in Section 1-08.5 of the Standard Specifications. If the proper and efficient prosecution  
6 of the work requires operations during the night, hours of operation more than 8 hours per day, or  
7 work weeks greater than 40 hours in duration, the written permission of the Owner shall be obtained  
8 before starting such items of the work and shall be in full compliance with terms therewith.

9 Except in the case of emergency or unless otherwise approved by the Contracting Agency, the  
10 normal straight time working hours for the contract shall be any consecutive 8-hour period between  
11 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  
12 week. The normal straight time 8-hour working period for the contract shall be established at the  
13 preconstruction conference or prior to the Contractor commencing the work.

14 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after  
15 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work  
16 such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00 p.m. is  
17 not required. Such requests shall be submitted to the Engineer no later than noon on the working  
18 day prior to the day for which the Contractor is requesting permission to work.

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

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

38 **Arterial Streets**

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

<b>STREET</b>	<b>FROM</b>	<b>TO</b>
Central Way/NE 85th St	Market St	132nd Ave NE
Juanita Dr NE /NE Juanita Dr	NE 143 <sup>rd</sup> St (City Limits)	98th Ave NE
Juanita Woodinville Way	100 <sup>th</sup> Ave NE	NE 145 <sup>th</sup> St (City Limits)
Lake St/Lake Washington Blvd/Northup Wy	Central Way	Northup Way (City Limits)
Kirkland Ave/Kirkland Way	Lake St	NE 85 <sup>th</sup> St

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

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**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 **5** 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

1 be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless  
2 of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type  
3 A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of  
4 receiving the submittal.

5 (\*\*\*\*\*)

6 **Special Schedule Limitations**

7 School Hours (Contractor work may need to be limited during school start/end times):

Lake Washington High School  
8:00am – 2:50pm (Monday, Tuesday, Thursday, Friday)  
8:00am – 1:20pm (Wednesday)

Rose Hill Elementary School  
8:50am – 3:20pm (Monday, Tuesday, Thursday, Friday)  
8:50am – 1:50pm (Wednesday)

Mark Twain Elementary School  
8:50am – 3:20pm (Monday, Tuesday, Thursday, Friday)  
8:50am – 1:50pm (Wednesday)

8  
9  
10 **(July 23, 2015 APWA GSP)**

11 **1-08.4 Prosecution of Work**

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

13 **1-08.4 Notice to Proceed and Prosecution of Work**

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

22  
23 When shown in the Plans, the first order of work shall be the installation of high visibility fencing to  
24 delineate all areas for protection or restoration, as described in the Contract. Installation of high  
25 visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and  
26 traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor  
27 shall request the Engineer to inspect the fence. No other work shall be performed on the site until the  
28 Contracting Agency has accepted the installation of high visibility fencing, as described in the  
29 Contract.

30 **(September 12, 2016 APWA GSP, Option A)**

31 **1-08.5 Time for Completion**

32  
33 Revise the third and fourth paragraphs to read:

34  
35 Contract time shall begin on the first working day following the Notice to Proceed Date.

1 Each working day shall be charged to the contract as it occurs, until the contract work is physically  
2 complete. If substantial completion has been granted and all the authorized working days have been  
3 used, charging of working days will cease. Each week the Engineer will provide the Contractor a  
4 statement that shows the number of working days: (1) charged to the contract the week before; (2)  
5 specified for the physical completion of the contract; and (3) remaining for the physical completion of  
6 the contract. The statement will also show the nonworking days and any partial or whole day the  
7 Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the  
8 Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the  
9 Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and  
10 amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be  
11 deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours  
12 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  
13 worked would ordinarily be charged as a working day then the fifth day of that week will be charged  
14 as a working day whether or not the Contractor works on that day.  
15

16 Revise the sixth paragraph to read:  
17

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

- 21 1. The physical work on the project must be complete; and
- 22 2. The Contractor must furnish all documentation required by the contract and required by law, to  
23 allow the Contracting Agency to process final acceptance of the contract. The following  
24 documents must be received by the Project Engineer prior to establishing a completion date:
  - 25 a. Certified Payrolls (per Section 1-07.9(5)).
  - 26 b. Material Acceptance Certification Documents
  - 27 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract  
28 Provisions.
  - 29 d. Final Contract Voucher Certification
  - 30 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all  
31 Subcontractors
    - 32 a. f. Property owner releases per Section 1-07.24

33  
34  
35 **(1/1/2016 COK GSP)**

36 Section 1-08.5 is supplemented with the following:

37 This project shall be physically completed in its entirety within **100** working days.

38 **(1/1/2016 COK GSP)**

39 **1-08.9 Liquidated Damages**

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

41 Accordingly, the Contractor agrees:

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

46 **LIQUIDATED DAMAGES FORMULA**

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

3  
4 Where:

5 LD = liquidated damages per working day (rounded to the nearest dollar)

6 C = original Contract amount

7 T = original time for Physical Completion

8  
9 **(August 14, 2013 APWA GSP)**

10 **1-08.9 Liquidated Damages**

11 Revise the fourth paragraph to read:

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

21 **1-09 MEASUREMENT AND PAYMENT**

22 **1-09.2 Weighing Equipment**

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

24 **1-09.2(1) General Requirements for Weighing Equipment**

25 Revise item 4 of the fifth paragraph to read:

- 26  
27 4. Test results and scale weight records for each day's hauling operations are provided to the  
28 Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the  
29 printed ticket contains the same information that is on the Scaleman's Daily Report Form. The  
30 scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

31 **(1/1/2016 COK GSP)**

32 **1-09.2(1) General Requirements for Weighing Equipment**

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

34 **Trucks and Tickets**

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

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

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

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

1 **(May 2, 2017 APWA GSP)**  
2 **1-09.2(5) Measurement**

3  
4 Revise the first paragraph to read:

5  
6 **Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform verification  
7 checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of  
8 Work.  
9

10 **(October 10, 2008 APWA GSP)**  
11 **1-09.6 Force Account**

12 Supplement this section with the following:

13 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to  
14 be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts  
15 are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant  
16 expressly or by implication that the actual amount of work will correspond with those estimates.  
17 Payment will be made on the basis of the amount of work actually authorized by Engineer.

18 **(March 13, 2012 APWA GSP)**  
19 **1-09.9 Payments**

20 Supplement this section with the following:

21 Lump sum item breakdowns are not required when the bid price for the lump sum item is less than  
22 \$20,000.

23 **(March 13, 2012 APWA GSP)**  
24 **1-09.9 Payments**

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

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

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

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

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

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

- 43 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work  
44 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**

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

2 Revise the third paragraph to read:

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

9 **1-10 TEMPORARY TRAFFIC CONTROL**

10 *(1/1/2016 COK GSP)*

11 **1-10.2 Traffic Control Management**

12 **1-10.2(2) Traffic Control Plans**

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

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

17

18

**END OF DIVISION 1**

19

1 **DIVISION 2 – EARTHWORK**

2 **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

3 **2-01.1 Description**

4 Section 2-01.1 is supplemented with the following:

5  
6 (\*\*\*\*\*)

7 Do not remove trees, shrubs, and other vegetation indicated to remain.

8 Existing landscaping outside the limits shall be protected from damage by the Contractor’s  
9 operations. All damaged landscaping due to the Contractor’s operations outside the limits shall be  
10 replaced in coordination with the property owner at the Contractor’s expense.

11 Any tree roots encountered during construction shall be pruned per Section 1-07.16(2).

12  
13 The property owners shall be responsible for removing and relocating trees, shrubs, ornamental  
14 plants, segmental retaining walls, and other improvements that they wish to save. All landscaping  
15 improvements remaining in the work area shall be removed and disposed of by the Contractor in  
16 accordance with this section.

17  
18 Contractor shall give 7 working days’ notice to property owners prior to clearing and grubbing to allow  
19 for removal of miscellaneous private enhancements such as trees and shrubs, ornamental plants and  
20 other decorative landscaping improvements within the work area.

21  
22 Contractor shall hold a pre-construction meeting and schedule a walk through a minimum of 5  
23 working days before Work begins to review protected trees and address project requirements for tree  
24 trimming and removal. Attendees will include Engineer(s), Contractor, Contractor’s Arborist,  
25 Subcontractor(s), and Contracting Agency’s Arborist. Failure to comply will result in a Stop Work  
26 Order.

27  
28 **2-01.3(1) Clearing**

29 Section 2-01.3(1) is supplemented with the following:

30  
31 (\*\*\*\*\*)

32 The Contractor shall trim trees, shrubs and hedges in 35 locations to provide sight lines and  
33 clearance at existing and proposed street signs, flashing pedestrian beacons, crosswalks and street  
34 lights. Coordinate with City and utility provider for clearance requirements to street lights. All trees  
35 within the work area shall be trimmed for street and sidewalk clearances such that lower tree  
36 branches provide 14-feet of clearance over the roadway and 8-feet of clearance over the sidewalk.

37  
38 **2-01.3(3) Tree Removal (New Section)**

39 (\*\*\*\*\*)

40  
41 Section 2-01.3(3) is added as follows:

42  
43 All trees designated for removal shall be flagged for approval by Engineers prior to demolition or  
44 removal. Notify Engineer at least 5 business days in advance of scheduled tree removal.

45  
46  
47 Tree removal shall include the removal and disposal of the entire tree including roots, stump, and all  
48 associated debris. If it is determined by the Engineer that the removal of the entire trunk is NOT  
49 feasible, the Contractor shall cut the trunk flush with ground level and provide stump treatment. The

1 tree stump shall be treated to prevent re-sprouting with an approved herbicide according to label  
2 instructions.

#### 3 4 **2-01.5 Payment**

5 Section 2-01.5 is supplemented with the following:

6  
7 (\*\*\*\*\*)

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

9  
10 "Clearing and Grubbing", by force account as provided in Section 1-09.6.

11 To provide a common proposal for all bidders, the Contracting Agency has entered an amount in the  
12 proposal to become a part of the Contractor's total bid.

13  
14 "Remove Tree, \_\_\_", per each.

15 The unit Contract price for each "Remove Tree, \_\_\_" shall be full pay for all Work to remove tree.  
16

### 17 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

18 *(March 13, 1995 APWA GSP)*

#### 19 **2-02.1 Description**

20 Supplement this section with the following:

21  
22 This work shall consist of removing miscellaneous traffic items.

#### 23 **2-02.3 Construction Requirements**

24 (\*\*\*\*\*)

25  
26 This section shall be supplemented as follows:

##### 27 **Additional Construction Requirements at Locations Near Trees**

28 At locations where the contractor will be working and exposing tree roots, the Contractor shall  
29 exercise extreme caution and take care to protect tree roots. All trimming of trees and roots shall be  
30 in accordance with the City arborist recommendations and are considered incidental to the project  
31 work. The Contractor shall notify the Inspector a minimum of 2 working days prior to removal of  
32 existing asphalt or concrete sidewalk portions, preparation of subgrade, or other work items in  
33 proximity to existing trees to be retained. Existing concrete panels to be removed in proximity of  
34 existing trees to remain shall be done so by breaking the existing concrete with a jackhammer or  
35 other means. Backhoes or other mechanical excavating equipment shall not be used to remove  
36 existing pavement, soils, or related materials in areas of existing tree roots. Hand tools (shovels,  
37 trowels, etc.) shall be used when working around existing tree roots. If root trimming in these areas is  
38 unavoidable, it shall be performed per Section 8-02 of these specifications. The City Inspector shall  
39 be on-site at all times during the materials removal, excavation and base preparation and shall  
40 identify the extent of root trimming that is required.

##### 41 **Removal of Private Improvements within right-of-way**

42 The contractor shall remove and dispose of existing private improvements located within the right of-  
43 way as shown on the contract construction plans. This shall include, but not be limited to, curbing at

1 landscape areas located in the right-of-way. The contractor shall protect landscaping and other  
2 improvements outside the limits of grading.

3 **Sawcutting**

4 Where sawcutting is required, the sawcut shall be full depth. Care shall be taken to prevent damage  
5 to the remaining pavement. Any pavement damaged beyond the sawcut line shall be removed by  
6 sawcut and replaced at no cost to the City.

7 The Contractor shall be responsible for ensuring that special precautions are undertaken in  
8 accordance with Department of Ecology guidelines. No concrete (asphalt or cement) or concrete by-  
9 products are to be discharged into any storm drain or surface water. Cutting operations will increase  
10 the pH of water, therefore filtering is not acceptable.

11 Thoroughly clean saw cuts where necessary by the use of high pressure water (1,400 psi or greater).  
12 All wastewater shall be collected using vacuuming and/or pumped into containers for disposal.  
13 Disposal may be to soil or other porous surface away from storm drains.

14 Impervious surfaces contaminated from cutting operations shall be cleaned by sweepers to prevent  
15 contaminants from entering storm systems.

16 Collecting and disposal of wasted water shall be considered incidental to and included in the various  
17 bid items involved with the operation.

18 Sawcutting only shall be used prior to final pavement patch. The locations of all sawcutting shall be  
19 marked out by the Contractor and approved by the City Inspector prior to sawcutting. The pavement  
20 shall be sawcut prior to final pavement patch.

21  
22 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters**

23 This section shall be supplemented as follows:

24 All existing pavement edges adjacent to and to be matched with new asphalt or concrete sections  
25 shall be prepared with a clean vertical sawcut prior to placement of final pavement materials. If during  
26 the course of construction, a clean sawcut edge is damaged or otherwise deemed unacceptable by  
27 the Inspector or Engineer, the Contractor shall provide a new vertical cut at the pavement edge  
28 immediately prior to new pavement installation.

29 Sidewalk and curb and gutter sections shall be removed at the nearest construction joint or crack  
30 control joint. Where a joint is not present, a sawcut shall be used for removal.

31 Sidewalk and curb and gutter damaged due to construction operations shall be replaced at the  
32 Contractor's expense to the satisfaction of the Engineer.

33 All removed materials shall become the property of the Contractor and shall be disposed of at a legal  
34 disposal site obtained by the Contractor.  
35

36 **2-02.5 Payment**

37 Section 2-02.5 is supplemented with the following:  
38

39 (\*\*\*\*\*)  
40

41 Replace the last sentence of this section with the following:

42 The lump sum payment for "Removal of Structures and Obstructions" shall be payment in full for all  
43 labor, materials, equipment and incidental items necessary to complete the Work described by this  
44 section including the removal of all storm drainage structures or portions thereof, culverts, bollards,  
45 boulders and their supporting subgrade materials to the grades necessary for the proposed  
46 improvements as shown in the contract plans. Items incidental to this work shall include all sawcutting  
47 efforts as well as the haul and disposal of materials to an approved off-site location. Foundation

1 preparation at all proposed roadway pavement, sidewalks, or footing areas shall be paid separately  
2 with other work items.

3  
4 Payment will be made in accordance with Section 1-04.1 for the following bid item:

5  
6 "Remove Asphalt Pavement", per square yard.

7  
8 "Remove Cem Conc Pavement", per square yard.

9  
10 "Plane or Grind Pavement", per square yard.

11  
12 "Remove Curb", per linear foot.

13  
14 The unit Contract price for "Remove Asphalt Pavement", "Remove Cem Conc Pavement", "Plane or  
15 Grind Pavement, "Remove Curb" shall be full pay for all Work required to demolish, remove, and  
16 dispose of asphalt pavement, cement concrete pavement, cement concrete curb and gutter and other  
17 miscellaneous concrete items.

18  
19 **END OF DIVISION 2**

20

1 **DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS**

2 **5-04 HOT MIX ASPHALT**

3 **5-04.3(4)C Pavement Repair**

4 The first paragraph of Section 5-04.3(4)C is supplemented with the following:

5 (\*\*\*\*\*)

6 This Work shall meet the City of Kirkland Standard Plan No. CK-R.12 Restoration Detail and Pavement  
7 Patching.

8 **5-04.4 Measurement**

9 Section 5-04.4 is supplemented with the following:

10  
11 (\*\*\*\*\*)

12 HMA for Pavement Repair will be measured by the square foot.

13  
14 Measurement for HMA for Speed Humps and Slotted Speed Humps will be per each. Slotted Speed  
15 Humps at each location will be counted as one.  
16

17 **5-04.5 Payment**

18 Section 5-04.5 is supplemented with the following:

19  
20 (\*\*\*\*\*)

21 Payment will be made in accordance with Section 1-04.1, for each of the following listed Bid items  
22 that are included in the proposal:

23  
24 “HMA for Pavement Repair”, per square foot.

25 The unit contract price per square foot for “HMA for Pavement Repair” shall be full compensation for  
26 all labor, equipment, and materials including temporary pavement patching, tack coat, paving asphalt,  
27 planing where required, hauling and disposing of existing asphalt, and any other items necessary to  
28 accomplish the work.

29  
30 “Speed Humps”, per each.

31  
32 “Slotted Speed Humps”, per each.  
33

34 The unit Contract price for each “Speed Hump” and “Slotted Speed Hump” shall be full pay for all  
35 Work to complete installation.  
36

37 **5-05 CEMENT CONCRETE PAVEMENT**

38 **5-05.4 Measurement**

39 Replace the first paragraph of Section 5-05.4 with the following:

40  
41 (\*\*\*\*\*)

42 Cement concrete pavement will be measured by the square yard for the completed pavement.  
43

1 **5-05.5 Payment**

2 Section 5-05.5 is supplemented with the following:

3

4 (\*\*\*\*\*)

5 "Roadway Cem Conc, 6 in min.", per square yard.

6

7

**END OF DIVISION 5**

1 **DIVISION 7 – DRAINAGE STRUCTURES, STORM SEWERS, SANITARY**  
2 **SEWERS, WATER MAINS, AND CONDUITS**

3 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

4 **7-05.2 Materials**

5 Replace the eighth line of Section 7-05.2 with the following:

6  
7 Grate Inlets, Drop Inlets, and Curb Inlets

8 **7-05.3 Construction Requirements**

9 Add the following before the first paragraph in Section 7-05.3:

10 (\*\*\*\*\*)

11 Prior to installing dry wells, the Contractor must test the cation exchange capacity. Cation exchange  
12 capacity shall be tested using EPA Laboratory Method 9081. Organic content shall be measured on a  
13 dry weight basis using method ASTM D2974 for the fraction passing the #40 sieve. The CEC must  
14 measure greater than 5 and an organic content at least 1.0%. The testing for cation exchange  
15 capacity shall be considered incidental to the completed dry well.

16  
17 **7-05.5 Payment**

18 Section 7-05.5 is supplemented with the following:

19  
20 (\*\*\*\*\*)

21 “Curb Inlet”, per each.

22 “Adjust Manhole or Catch Basin”, per each. All costs associated with grate or cover cleaning or  
23 replacement shall be included in the unit contract price for the item installed.

24 **7-12 VALVES FOR WATER MAINS**

25 **7-12.4 Measurement**

26 Section 7-12.4 is supplemented with the following:

27  
28 (\*\*\*\*\*)

29 Adjustments of water utilities shall be per each.

30 **7-12.5 Payment**

31 Section 7-12.5 is supplemented with the following:

32  
33 (\*\*\*\*\*)

34 “Adjust Water Utility”, per each.

35 **END OF DIVISION 7**

1 **DIVISION 8 - MISCELLANEOUS CONSTRUCTION**

2 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

3 *(June 20, 2017 COK GSP)*

4 **8-01.1 Description**

5 Section 8-01.1 is supplemented with the following:

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

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

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

36 **Site Specific BMPs and SWPPP Plan**

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

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

47 *(June 20, 2017 COK GSP)*

1 **8-01.3 Construction Requirements**

2 Section 8-01.3 is supplemented with the following:

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

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

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

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

19 **8-01.3(1) General**

20 **(June 20, 2017 COK GSP)**

21 **8-01.3(1)A Submittals**

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

23 **Stormwater Pollution Prevention Plan**

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

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

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

33 The Ecology template can be found at the following link:

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

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

41 **(June 20, 2017 COK GSP)**

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

2 Supplement the second paragraph with the following:

- 3 3. Inspecting all on-site erosion and sediment control BMPs at least once every five working days and  
4 within 24 hours of every runoff event. A SWPPP Inspection report or form shall be prepared for  
5 each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report  
6 or form shall be submitted to the Engineer no later than the end of the next working day following  
7 the inspection. The report or form shall include, but not be limited to the following:
- 8 a. When, where, and how BMPs were installed, maintained, modified, and removed.
  - 9 b. Observations of BMP effectiveness and proper placement.
  - 10 c. Recommendations for improving future BMP performance with upgraded or replacement BMPs  
11 when inspections reveal SWPPP inadequacies.
  - 12 d. Approximate amount of precipitation since last inspection and when last inspection was  
13 performed.
- 14 4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
- 15 a. SWPPP Inspection Reports or Forms.
  - 16 b. SWPPP narrative.
  - 17 c. Other applicable permits.

18 **(June 20, 2017 COK GSP)**

19 **8-01.3(1)C Water Management**

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

21 The Contractor will be responsible for meeting the SWPPP requirements.

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

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

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

36 **8-02 ROADSIDE RESTORATION**

37 **8-02.1 Description**

38 Section 8-02.1 is supplemented with the following:

39 **(\*\*\*\*\*)**

40 **8-02.3(18) Tree Root Barriers (New Section)**

41 Section 8-02.3(18) is added as follows:

1 (\*\*\*\*\*)

2 **8-02.3(26) Tree Root Barriers**

3 Vertical Root barriers must be installed between proposed trees and gravel path as shown on the  
4 Drawings per manufacturer’s recommendations. Panels must be installed flush with the finished  
5 grade unless the root barrier is covered by mulch, or out of pedestrian circulation routes, then the top  
6 barrier must be installed 1/2 inch to 9/16 inch above finished grade. Panels must be joined with  
7 locking strips or integral male/female sliding locks. Locking mechanism must have a close tolerance  
8 to restrict slippage between panels. Barriers must be installed with root deflectors facing inward.

9  
10 Roots encountered during tree root barrier installation shall be pruned per Section 1-07.16(2).

11  
12 **(January 5, 2015 APWA GSP)**

13 **8-02.4 Measurement**

14 Section 8-02.4 is supplemented with the following:

15 Topsoil, mulch and soil amendments will be measured by the square yard along the grade and slope  
16 of the area covered after application.

17  
18 Compost will be measured by the square yard along the grade and slope of the area covered after  
19 application.

20  
21 Measurement for “Tree Root Barrier,” will be per linear foot of the length of panels installed in the  
22 field, measured parallel to the ground surface.

23  
24 **(January 5, 2015 APWA GSP)**

25 **8-02.5 Payment**

26 Section 8-02.5 is supplemented with the following:

27 “Fine Compost”, per square yard

28  
29 The unit Contract price per square yard for “Fine Compost”, or “Medium Compost” or “Coarse  
30 Compost” shall be full pay for furnishing and spreading the compost onto the existing soil.

31  
32 “Soil Amendment”, per square yard.

33  
34 The unit Contract price per square yard for “Soil Amendment” shall be full pay for furnishing and  
35 incorporating the soil amendment into the existing soil.

36  
37 “Wood Chip Mulch”, per square yard.

38  
39 The unit Contract price per square yard for “Wood Chip Mulch” shall be full pay for furnishing and  
40 spreading the mulch onto the existing soil.

41  
42 “Topsoil Type \_\_\_\_\_”, per square yard.

43 The unit Contract price per square yard for “Topsoil Type \_\_\_\_\_” shall be full pay for all costs for the  
44 specified Work.

45  
46 The unit Contract price per linear foot for “Tree Root Barrier” shall Include full payment for furnishing  
47 all labor, materials, tools, equipment, and incidentals, and for doing all work involved in installing root  
48 barriers, complete in place, as shown on the Plans and Drawings, as specified in these Special  
49 Provisions, at locations determined by the Engineer.

1 **8-04 CURBS, GUTTERS, AND SPILLWAYS**

2 **8-04.3 Construction Requirements**

3 Section 8-04.3(1) is supplemented with the following:

4 (\*\*\*\*\*)

5 Cement concrete traffic curb and gutter, cement concrete valley curbs, cement concrete vertical curbs,  
6 and cement concrete wedge curbs shall be constructed in accordance with the Plans.

7 **8-04.5 Payment**

8 Section 8-04.5 is supplemented with the following:

9 (\*\*\*\*\*)

10 "Cement Conc. Valley Curb", per linear foot.

11 "Cement Conc. Vertical Curb", per linear foot.

12 "Cement Conc. Curb Wall", per linear foot.

13 "Cement Conc. Wedge Curb", per linear foot.

14 "Mountable Median Curb", per linear foot.

15 **8-10 GUIDE POSTS**

16 **8-10.2 Materials**

17 Section 8-10.2 is deleted in its entirety and replaced with the following:

18 (\*\*\*\*\*)

19 **Flexible Guide Post**

20 Flexible Guide Posts shall be City Post® EAC Embedded Anchor Cup, 28-inch height, white color,  
21 standard post top, and 2-inch aluminum anchor cup, or approved equivalent.

22 **Anchor Cup Plug Cap**

23 Anchor Cup Plug Cap shall be City Post® Anchor Cup Plug Cap for 2-inch cup, black color, or approved  
24 equivalent.

25 Manufacturer of Flexible Guide Posts and Anchor Cup Plug Caps: Pexco LLC

26 Davidson Traffic Control Products

27 3110 70th Avenue East Tacoma, WA 98424

28 Toll-Free: 877-335-4638; Fax: 1-253-284-8080; Email: [hwysales@pexco.com](mailto:hwysales@pexco.com); [www.pexco.com/traffic](http://www.pexco.com/traffic)

29 **Tuff Curb® with Post**

30 Tuff Curb® shall be 12-inches wide, 40-inches long and 3.5-inches tall, yellow color with yellow reflector  
31 color, or approved equivalent.

32 Tuff Curb® Posts shall be Type 1, 2.375" diameter, short squeeze top, white color, or approved  
33 equivalent.

34 Manufacturer of Tuff Curb® and Posts: Impact Recovery Systems

35 4955 Stout Dr., San Antonio, TX 78219, phone: 800-736-5256; Fax 210-734-6448 Email:

36 [info@impactrecovery.com](mailto:info@impactrecovery.com); [www.impactrecovery.com](http://www.impactrecovery.com)

1 **8-10.3 Construction Requirements**

2 The first sentence of the third paragraph in Section 8-10.3 is deleted and replaced with the following:

3 (\*\*\*\*\*)  
4 Flexible Guide Posts and Tuff Curb® and Posts shall be installed according to the manufacturer’s  
5 recommendations.

6 Section 8-10.3 is supplemented with the following:

7 (\*\*\*\*\*)  
8 The Contractor shall deliver the Anchor Cup Plug Cap furnished to the City of Kirkland.

9 **8-10.4 Measurement**

10 Section 8-10.4 is supplemented with the following:

11 (\*\*\*\*\*)  
12 Anchor Cup Plug Cap will be measured by the unit for each cap furnished to the City of Kirkland.

13 Tuff Curb® with Post will be measured by the unit for each curb and post unit furnished and installed.

14 **8-10.5 Payment**

15 Section 8-10.5 is supplemented with the following:

16 (\*\*\*\*\*)  
17 “Anchor Cup Plug Cap”, per each.

18 The unit Contract price per each for “Anchor Cup Plug Cap” shall be full pay for all Work to coordinate,  
19 procure and deliver the purchased Anchor Cup Plug Cap to the Contracting Agency.

20 “Tuff Curb® with Post”, per each.

21 **8-14 CEMENT CONCRETE SIDEWALKS**

22 **8-14.1 Description**

23 ***(April 3, 2017 APWA GSP)***

24 Section 8-14.1 is revised to read:

25 This work consists of constructing cement concrete sidewalks, curb ramps, bus stop shelter  
26 foundations, masonry sidewalks, and ramp grinding in accordance with details shown in the Plans,  
27 Standard Plans, these Specifications, and in conformity to the lines and grades shown in the Plans,  
28 Standard Plans, and as established by the Engineer.

29  
30 **8-14.3 Construction Requirements**

31 ***(April 3, 2017 APWA GSP)***

32 Section 8-14.3 is supplemented with the following:

33 The Contractor shall request a pre-construction meeting with the Engineer to be held 2 to 5 working  
34 days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access  
35 routes to discuss construction requirements. Those attending shall include:

- 36 1. The Contractor and Subcontractor in charge of constructing forms, and placing, and finishing the  
37 cement concrete.

1 2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp  
2 or pedestrian access route Work.

3 Items to be discussed in this meeting shall include, at a minimum, the following:

4 1. Slopes shown on the Plans.

5 2. Inspection

6 3. Traffic control

7 4. Pedestrian control, access routes and delineation

8 5. Accommodating utilities

9 6. Form work

10 7. Installation of detectable warning surfaces

11 8. Contractor ADA survey and ADA Feature as-built requirements

12 9. Cold Weather Protection

13 **8-14.3 Construction Requirements**

14 Replace this Section with the following:

15 (\*\*\*\*\*)

16 Cement concrete sidewalk and curb ramps shall be constructed with Class 4000 Portland Cement  
17 Concrete per City of Kirkland Plan No. CK-R.23 for sidewalk construction details.

18 **(April 3, 2017 APWA GSP)**

19 **Timing Restrictions**

20 Within an intersection, the crossing of one leg of the intersection shall be constructed at a time and  
21 shall be completed and open to traffic within five calendar days before construction can begin on  
22 another of the intersection unless otherwise allowed by the Engineer.

23 Unless otherwise allowed by the Engineer, the five calendar day time restriction begins when an  
24 existing curb ramp for the quadrant or traffic island/median is closed to pedestrian use and ends when  
25 the quadrant or traffic island/median is fully functional and open for pedestrian access.

26 **(April 3, 2017 APWA GSP)**

27 **Layout and Conformance to Grades**

28 The Contractor shall meet the requirements depicted in the Contract documents. Using the information  
29 provided in the Contract documents, the Contractor shall lay out, grade, and form each new curb ramp,  
30 sidewalk, and curb and gutter.

31 **8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL**

32 **8-20.1 Description**

33 Section 8-20.1 is supplemented with the following:

34 (\*\*\*\*\*  
35

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

4 This Work shall consist of the following:

- 5
- 6 • New Solar Powered RRFB System at NE 80th Street and 128th Ave NE
- 7 • New AC Powered RRFB System at NE 112th PI and 124th Ave NE
- 8 • New AC Powered RRFB System at NE 75th St and 116th Ave NE
- 9 • Signal Modification at NE 85<sup>th</sup> Street and 128<sup>th</sup> Ave NE

10

11 All Work shall be performed as shown in the Plans in accordance with applicable Standard  
12 Specifications, Standard Plans, Amendments, City of Kirkland Standards, Puget Sound Energy  
13 Standards, and the following Special Provisions.

14

15 The Work involves, but shall not be limited to, the following:

- 16
- 17 • Bike push buttons
- 18 • Junction boxes
- 19 • Conduit and wire
- 20 • Direct boring
- 21 • Utility locates
- 22 • Solar powered RRFB with audible pedestrian push button Systems
- 23 • New signal heads
- 24 • Relocate existing signal head
- 25 • Relocate existing signs

26

27 This Work consists of furnishing, installing, and field testing all materials and equipment  
28 necessary to complete in place, fully functional pedestrian crossing systems and traffic signal  
29 system in accordance with approved methods, the Plans, WSDOT Standard Drawings, the  
30 Special Provisions, these Specifications, and the Revised Draft Guidelines for Accessible Public  
31 Rights-of-Way, November 23, 2005 (commonly referred to as the 2005 PROWAG).

32

33 Unless otherwise noted, the location of signals, controllers, standards, and appurtenances shown  
34 in the Plans are approximate; and the exact location will be established by the Engineer in the  
35 field.

36

37 **8-20.1(1) Regulations and Codes**

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

39

40 (\*\*\*\*\*)

41 Prior to start of Work, all necessary licenses, permits, and approvals shall be obtained. The  
42 Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the

1 performance of the Work, the protection of adjacent property, and the maintenance of all other  
2 facilities. The Contractor will be required to comply with all the provisions of these instruments  
3 and shall save and hold the Contracting Agency harmless from any damage that may be incurred  
4 as a result of the Contractor's failure to comply with all the terms of these permits.  
5

6 **8-20.1(2) Industry Codes and Standards**

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

8  
9 (\*\*\*\*\*)

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

11  
12 (\*\*\*\*\*)

13  
14 **8-20.1(3) Errors and Omissions**

15 Section 8-20.1(3) is added as follows:

16  
17 The Contractor shall immediately notify the Engineer upon discovery of any errors or omissions in  
18 the Contract Documents, in the layout as given by survey points and instructions, or of any  
19 discrepancy between the Contract Documents and the physical conditions of the locality. If  
20 deemed necessary, the Engineer will rectify the matter and advise the Contractor accordingly.  
21 Any Work done after such discovery without authorization by the Engineer shall be done at the  
22 Contractor's risk.  
23

24 **8-20.2 Materials**

25 Section 8-20.2 is supplemented with the following:

26  
27 (\*\*\*\*\*)

28 **General**

29 All materials for the completion of the Work described herein and, in the Plans, shall be furnished  
30 by the Contractor.  
31

32 The Engineer reserves the right to inspect the manufacturing process of all materials. Final  
33 inspection of the installed materials will not be given until final installation and testing has been  
34 completed on the systems. Approval to install materials and equipment must be obtained from the  
35 Engineer at the job site before installation.  
36

37 **Guarantees**

38 The supplier shall furnish to the Contracting Agency any guarantee or warranty furnished as a  
39 normal trade practice in connection with any equipment supplied for this Contract.  
40

41 **RRFB**

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

43 **8-20.2(1) Equipment List and Drawings**

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

45 (\*\*\*\*\*)

1 Catalog cuts are required for the following items: RRFB indications, RRFB support poles,  
2 foundation hardware, junction boxes, conduit and fittings, wire and cable conductors, fused  
3 disconnects, fuses, and all associated equipment.  
4

5 Thirty (30) days prior to start of installation of items in this Section, the Contractor shall provide  
6 submittals for each type of product noted in the Plans or in these Specifications. Manufacturer's  
7 product literature, including operations and maintenance manuals, shall be submitted with  
8 technical data sufficient to demonstrate that the product meets these Specifications for Engineer  
9 review and approval. The Contractor shall provide supplemental operations and maintenance  
10 input.  
11

12 (WSDOT NWR November 13, 1996 GSP)  
13

14 Manufacturer's data for materials proposed for use in the Contract which require approval shall  
15 be submitted in one complete package.  
16

### 17 **8-20.3 Construction Requirements**

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

#### 19 **Traffic Signal Turn Off**

20 Prior to a Traffic Signal Turn-off before the signal work, the contractor shall conduct a Pre-  
21 construction coordination meeting with the City of Kirkland Public Works Department personnel  
22 included as invited attendees:

- 23 1. Traffic Engineer
- 24 2. Signal Operations Engineer
- 25 3. Signal Maintenance Technician

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

#### 28 **Traffic Signal Turn On**

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

30 A traffic signal turn-on shall be defined as any change in phasing or operation of a traffic signal,  
31 including but not limited to signal cutovers, signal controller change-outs, flashing yellow arrow  
32 installations, or any other modification that requires a signal to be put into flashing operation to  
33 complete.

- 34 1. Prior to a Traffic Signal Turn-on event, the contractor shall conduct a Pre Turn-on  
35 coordination meeting with the City of Kirkland Public Work Department personnel  
36 included as invited attendees:
  - 37 a. Traffic Engineer
  - 38 b. Signal Operations Engineer
  - 39 c. Signal Maintenance Technician
- 40 2. The Contractor shall provide City Traffic Engineer a minimum of 5 days written notice of  
41 the proposed Pre Turn-on coordination meeting date and time. As part of the minimum  
42 of five (5) days advance written notice of the proposed signal turn-on, a minimum of two  
43 (2) working days shall be provided with an essentially complete signal system to allow

1 the City traffic signal technician to inspect the installation and equipment and cabinet  
2 wiring terminations.

3 3. Prior to the Pre Turn-on coordination meeting, the Contractor shall complete the items of  
4 work detailed in the Traffic Signal Turn-on Checklist and submit the completed checklist  
5 to City Traffic Engineer. The Traffic Signal Turn-on Checklist form will be furnished to the  
6 Contractor by City traffic Engineer. A blank copy of Signal Turn-on Checklist form can be  
7 found in the appendices of the Contract.

8 4. Prior to scheduling a turn-on date, the Contractor shall provide verification to City Traffic  
9 Engineer that:

10 a. Field tests 1, 2, 3 and 4 as specified in this section have been completed;

11 b. All other field tests specified in Section 8-20.3(14) have been completed.

### 13 **Existing System Disruption and Restoration**

14 The Contractor shall use every precaution to ensure that no contract work causes disruptions to  
15 the existing systems, except those disruptions that are planned and approved in advance, as  
16 defined herein.

17 Existing systems include, but are not limited to, the following:

18 A. All Traffic Signal and ITS field devices, such as existing signal equipment, data  
19 collection, CCTV and detection camera systems, within the project construction  
20 limits.

21 B. Fiber optic and TWP data and video communication system.

### 23 **Planned Disruptions**

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

### 27 **Requirements**

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

### 36 **Restoration Procedure**

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

40 Upon the occurrence of an unplanned disruption and subsequent notification by the Engineer, the  
41 Contractor shall immediately stop all other signal work in progress, in accordance with Section 1-  
42 08.6, and shall expend all efforts to restore the disrupted system(s) or correct the problem  
43 causing the disruption. The Contractor will not be granted an extension of time for delays caused  
44 by the repair of disrupted systems.

1 The WSDOT Standard Specification Section 8-20.3(11)A Traffic Control (New Section) is  
2 supplemented with the following:

3 1. The Contractor shall provide uniformed Police control at any time an intersection is dark  
4 or inoperative, such as during controller change-out, cable installation, signal turn-on or cut-  
5 over, or similar circumstances. The Contractor shall have all traffic controls (i.e., pavement  
6 markings, channelization and signing) in place prior to requesting Engineer's approval for turn-  
7 on or cut-over for signalized intersections of 128th Ave NE and NE 80th Street.

8  
9 2. At the time of cut-over of revised signals having phasing which is different from the old  
10 signal operation (i.e., added phase, split phase, etc.) temporary "TRAFFIC REVISION  
11 AHEAD" signs shall be placed upstream on all approaches. These signs shall remain in place  
12 for not less than 7 nor more than 14 calendar days. At a cut-over of revised signals having  
13 phasing which is the same as the old signal operation, no temporary signing is necessary. All  
14 signs shall be highly visible and placed in a safe and secure location.

15 **8-20.3(2) Excavating and Backfilling**

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

17 (\*\*\*\*\*)

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

21 **Conduit Trench Construction**

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

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

26 1. The pavement shall be saw cut a minimum of 3 inches deep. The cuts shall be parallel to  
27 each other and extend 12 inches beyond each edge of the trench.

28 2. Pavement shall be removed in an approved manner.

29 3. Trench depth shall provide 2 feet minimum cover over conduits.

30 4. Trench width shall be the conduit diameters plus 2 inches between conduits plus 2 inches  
31 on each side of trench.

32 5. Trenches located within paved Roadway areas shall be backfilled with controlled density  
33 fill (CDF) meeting the requirements of Section 2-09.3(1)E, and including non-chloride  
34 accelerating admixtures in accordance with Section 7 9-23.6. The controlled density fill shall  
35 be placed level to, and at the bottom of the existing pavement. The pavement shall be  
36 replaced with paving material that matches the existing pavement.

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

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

1 **8-20.3(4) Foundations**

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

3 (\*\*\*\*\*)

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

6 Foundation locations indicated in the Plans may be slightly revised in the field by the Engineer to  
7 improve effectiveness or due to unforeseen conflicts with existing facilities.

8 Prior to foundation excavation, all locations shall be approved by the Engineer.

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

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

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

21 All concrete on the anchor bolts shall be immediately removed following pouring of the  
22 foundation. Conduits shall be temporarily capped during the pour to prevent concrete from  
23 entering.

24 **8-20.3(5) Conduit**

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

26 (\*\*\*\*\*)

27 The conduit runs shown in the Plans are schematic, however, they shall be followed as closely as  
28 site conditions will allow and may be revised, as directed by the Engineer, to allow for unforeseen  
29 obstructions. Conduits installed under paved Roadway shall be located approximately parallel to  
30 the curb line, unless otherwise indicated in the Plans or directed by the Engineer. Each conduit  
31 run shall contain a 200-pound breaking strength polyolefin pull cord, which shall be tied off at both  
32 ends. All conduit installed underground shall have polyethylene underground hazard marking  
33 tape, six (6) inches wide, red, legend "Caution-Electric Line Buried Below," placed approximately  
34 twelve (12) inches above the conduit. Conduits installed for future use shall be prepared as  
35 follows: After final assembly in place, the conduit shall be blown clean with compressed air. Then,  
36 in the presence of the Engineer, a cleaning mandrel correctly sized for each size of conduit shall  
37 be pulled through to ensure that the conduit has not been deformed. As soon as the mandrel has  
38 been pulled through, both ends of the conduit shall be sealed with conduit caps. All conduits  
39 scheduled for future use shall originate in a foundation or junction box as detailed in the Plans  
40 and terminate in a junction box. All equipment grounding conductors, and the bonding conductor  
41 for metallic conduits shall be bonded in all junction boxes in accordance with Section 8-20.3(9).  
42 Existing conduit in place scheduled to receive new conductors shall have any existing conductors  
43 removed and a cleaning mandrel sized for the conduit shall be pulled through.

44 **Detectable Pull Tape**

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

4 **8-20.3(5)B Conduit Type**

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

6 (\*\*\*\*\*)

7 Conduit type for this project, where underground, shall be PVC or high density polyethylene  
8 (HDPE).

9 **8-20.3(5)E4 Directional Boring**

10 Section 8-20.3(5)E4 is supplemented with the following:

11 (\*\*\*\*\*)

12 Contractor shall investigate existing underground utilities prior direct boring to avoid damage to  
13 any underground utilities. Any conflicts shall be brought to the attention of the engineer prior to do  
14 the work.

15 **8-20.3(6) Junction Boxes, Cable Vaults, and Pull Boxes**

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

17 (\*\*\*\*\*)

18 The locations of the junction boxes as shown in the Plans are approximate and the exact  
19 locations shall be determined in the field. Junction boxes shall be located outside the Traveled  
20 Way, wheelchair ramps and landings, and driveways. The new junction box shall not interfere  
21 with any other previous or relocated installation. The lid shall also be flush with its frame and with  
22 the surrounding area whether it is Shoulder, sidewalk, or other surface. When junction boxes are  
23 installed within cement concrete areas, the Contractor shall adjust junction boxes to grade prior to  
24 pouring the cement concrete.

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

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

35 Prior to the use of any existing junction box, the Contractor shall verify that sufficient bending  
36 radius, as defined by the Code, is available both approaching and within the box for the cable  
37 being installed. If such is not the case, the Contractor shall notify the Engineer, who shall be the  
38 sole judge of whether new conduit bends or a new junction box shall be installed. Damage to the  
39 junction boxes, pull boxes, cable vaults and the associated conduit system, or wiring resulting  
40 from the Contractor's operations, shall be replaced at no additional cost to the Contracting  
41 Agency.

42 When using an existing junction box, the Contractor shall modify the junction box such that it will  
43 be bonded to the grounding system. Junction boxes requiring adjustment within walking areas

1 shall include replacement of non-slip resistant lids with approved slip resistant lids as determined  
2 by the Engineer.

3 **Traffic Signal Standards**

4  
5 Traffic signal standards shall be furnished and installed in accordance with the methods and  
6 materials noted in the applicable Standard Plans, pre-approved plans, or special design plans.

7 All welds shall comply with the latest AASHTO Standard Specifications for Structural Supports for  
8 Highway Signs, Luminaires and Traffic Signals. Welding inspection shall comply with Section 6-  
9 03.3(25)A Welding Inspection.

10 Hardened washers shall be used with all signal arm connecting bolts instead of lockwashers. All  
11 signal arm ASTM A 325 connecting bolts tightening shall comply with Section 6-03.3(33).

12 Traffic signal standard types and applicable characteristics are as follows:

13 Type PPB Pedestrian push button posts shall conform to Standard Plan J-20.10 or to one of the  
14 following pre-approved plans:

15 a.

16	b. <u>Fabricator</u>	<u>Drawing No.</u>
17	c. Valmont Ind. Inc.	DB00655 Rev. L
18	d.	Sheet's 1, 2 & 3 of 3
19	e.	
20	f. Ameron Pole	WA10TR-1 Rev. F and
21	g. Prod. Div.	WAPPBPBA Rev. B
22	h.	
23	i.	
24	j. Union Metal Corp.	TA-10035 Rev. R8
25	k.	Sht. 1

26  
27 **8-20.3(8) Wiring**

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

29 (\*\*\*\*\*)

30 For installing new cables in existing occupied or empty conduit, the Contractor shall be  
31 responsible for the following steps:

- 32 1) Install a new pull rope using a rod/fish tape in the conduit for pulling in the new cabling if a  
33 pull rope does not already exist.
- 34 2) If the Contractor cannot get the rod/fish tape to pass through the conduit, the Contractor  
35 shall blow air through the conduit to remove any debris blocking the rod/fish tape path. The  
36 Contractor shall be careful not to blow air into controller or service cabinets.
- 37 3) If the rod/fish tape still does not pass through the conduit after blowing air, the Contractor  
38 shall disconnect a single existing wire as agreed to by the Engineer (if the conduit is

1 occupied) and use that wire to pull the new wiring plus a new cable to replace the existing  
2 cable that is being used for pulling.

3 4) If no existing wire can be used to pull in the new wire, the Contractor shall try another  
4 conduit run if one exists, or pull out all existing wiring from the conduit and use to pull in the  
5 new wiring plus all new cabling to replace existing cabling. Rodding, fish taping, blowing air,  
6 and disconnecting/ reconnecting cable shall be the Contractor's cost responsibility. In an  
7 event that none of these steps led to successful wire installation, the Contractor shall install  
8 new conduit as directed by the Engineer. When removing existing cabling, if the cable won't  
9 initially move, the Contractor shall attempt to blow air through the conduit to loosen debris  
10 around the cable. Blowing air into the conduit is included in the cost of cable removal. If the  
11 cable will not move after blowing air into the conduit, the Contractor shall contact the  
12 Engineer. Terminal strips in cabinets, or when used as a connecting device between  
13 conductors shall bear the circuit numbers.

14 **8-20.3(11) Testing**

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

16 (\*\*\*\*\*)

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

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

- 19 • Field Test Nos. 1, 2, 3, and 4, as specified in Section 8-20.3(11), have been completed.
- 20 • The Contractor shall have completed all required inspections for permits including, but not  
21 limited to ground, conduit, wiring connections and final.

22 **RRFB System**

23  
24 The Contractor shall conduct tests to assure proper intended operation of the RRFB system. The  
25 Contractor shall provide the Engineer a minimum of five (5) working days advance notice of the  
26 proposed RRFB system turn-on date and time for approval. The RRFB turn-on procedure shall  
27 not begin until all required channelization, pavement markings, and signs are installed. The  
28 Contractor shall provide traffic control to stop all traffic from entering the intersection or affected  
29 street segment and shall then turn the RRFB system to its flash mode to verify proper flash  
30 indications. The Engineer will verify proper flash pattern and rate is implemented. The Contractor  
31 shall then conduct functional tests to demonstrate that each part of the RRFB system functions as  
32 intended consistent with plans, project Specifications, and manufacturer's Specifications. This  
33 demonstration shall be conducted in the presence of the Engineer. The Engineer may introduce  
34 additional testing to assess full functions of the system as intended. Based on the results of the  
35 turn-on, the Engineer will direct the Contractor to either keep the RRFB system on normal  
36 operation or to turn the system off and cover all lighted displays and push buttons until necessary  
37 corrections by the Contractor are completed.

38  
39 **8-20.3(17) As-Built Plans**

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

41 (\*\*\*\*\*)

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

4 **8-20.4 Measurement**

5 Section 8-20.4 is supplemented with the following:

6 (WSDOT NWR August 10, 2009 GSP)

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

10 (WSDOT NWR August 10, 2009 GSP)

11 RRFB System (\_\_\_)

12 Signal Modification (\_\_\_)

13  
14 **8-20.5 Payment**

15 Section 8-20.5 is supplemented with the following:

16 “RRFB System at NE 80th Street and 128th Ave NE”, lump sum.

17 “RRFB System at NE 112th PI and 124th Ave NE”, lump sum.

18 “RRFB System at NE 75th St and 116th Ave NE”. lump sum.

19  
20 “Signal Modification at NE 85<sup>th</sup> Street and 128<sup>th</sup> Ave NE”, lump sum.

21  
22 “Directional Boring at NE 112th PI and 124th Ave NE”, per linear foot.

23  
24 The unit Contract price for “RRFB System at NE 80th Street and 128th Ave NE” shall include all  
25 labor, equipment, methods, and materials necessary to install the RRFB System in accordance  
26 with the manufacturer’s recommendations and all applicable details and Special Provisions of the  
27 Contract Documents and the Standard Specifications. Work includes but is not limited to any  
28 required excavation and backfill, wiring and conduit, electrical grounding, concrete foundation,  
29 support pole and pole base, flashing lights, solar panel, wireless transmitters and receivers, and  
30 all necessary anchors and fasteners in accordance with the details and Special Provisions of the  
31 Contract Documents and all applicable Standard Specifications. Signing mounted to the pole with  
32 the RRFB shall also be included in this lump sum Contract price.

33 The unit Contract price for “RRFB System at NE 75th St and 116th Ave NE” shall include all  
34 labor, equipment, methods, and materials necessary to install the RRFB System in accordance  
35 with the manufacturer’s recommendations and all applicable details and Special Provisions of the  
36 Contract Documents and the Standard Specifications. Work includes but is not limited to any  
37 required excavation and backfill, wiring and conduit, electrical grounding, concrete foundation,  
38 support pole and pole base, flashing lights, install PSE service pedestal, secondary handhole,  
39 riser and power cables to the PSE service pole, and all necessary anchors and fasteners in  
40 accordance with the details and Special Provisions of the Contract Documents and all applicable  
41 Standard Specifications. Signing mounted to the pole with the RRFB shall also be included in this  
42 lump sum Contract price.

1 The unit Contract price for "RRFB System at NE 112th PI and 124th Ave NE", shall include all  
2 labor, equipment, methods, and materials necessary to install the RRFB System in accordance  
3 with the manufacturer's recommendations and all applicable details and Special Provisions of the  
4 Contract Documents and the Standard Specifications. Work includes but is not limited to any  
5 required excavation and backfill, wiring and conduit, electrical grounding, concrete foundation,  
6 support pole and pole base, flashing lights, install PSE service pedestal, secondary handhole,  
7 riser and power cables to the PSE service pole, and all necessary anchors and fasteners in  
8 accordance with the details and Special Provisions of the Contract Documents and all applicable  
9 Standard Specifications. Signing mounted to the pole with the RRFB shall also be included in this  
10 lump sum Contract price.

11 The unit Contract price for "Signal Modification at NE 112th PI and 124th Ave NE" shall include all  
12 labor, equipment, methods, and materials necessary to modify the existing traffic signal system in  
13 accordance with design plans and all applicable details and Special Provisions of the Contract  
14 Documents and the Standard Specifications. Work includes but is not limited to any required  
15 excavation and backfill, wiring and conduit, electrical grounding, concrete foundation, bike push  
16 button pole and pole base, installation and relocation of traffic signal heads, relocation of existing  
17 signs, termination of signal cables in the existing signal cabinet, and all necessary anchors and  
18 fasteners in accordance with the details and Special Provisions of the Contract Documents and  
19 all applicable Standard Specifications.

20 "Directional Boring at NE 112th PI and 124th Ave NE"

21  
22 The unit contract price per linear foot for "Directional Boring at NE 112th PI and 124th Ave NE",  
23 shall be fully pay for finishing all labor, materials, equipment and electrical supervision associated  
24 with the directional boring.  
25

## 26 **8-21 PERMANENT SIGNING**

27 (\*\*\*\*\*)

### 28 **8-21.3(9)H Remove, Store and Reinstall Signs (New Section)**

29 Section 8-21.3(9)H is added as follows:

30 Signs and post shown on the Contract Drawings for relocation shall be removed and salvaged for  
31 storage on site by the Contractor.

32 Contractor shall install all relocated signs and posts as shown on the Contract Drawings.

33 Payment for the Work to complete the above items shall be included in "Permanent Signing", per each.

34 (\*\*\*\*\*)

### 35 **8-21.3(9)I Remove and Salvage Signs (New Section)**

36 Section 8-21.3(9)I is added as follows:

37 Signs and post shown on the Contract Drawings for relocation shall be removed, salvaged, and  
38 delivered by the Contractor to the Contracting Agency.

39 The Contractor shall stack the signs and posts where directed by the Engineer. The Contractor shall  
40 contact the Engineer at least five working days prior to scheduled delivery of the items to confirm  
41 delivery arrangements.

42  
43 Payment for the Work to complete the above items shall be included in "Permanent Signing", per each.

1 **8-21.5 Payment**

2 Section 8-21.5 is supplemented with the following:

3 (\*\*\*\*\*)

4 "Remove Post, Street Name", per each.

5 "Remove Post, Traffic Sign", per each.

6 "Remove Sign, Traffic", per each.

7 "Relocate Sign", per each.

8 "Relocate Sign, Street Name (Mast Arm Mounted)", per each.

9 "Sign, Traffic, Post Mounted", per each.

10 "Custom Sign, Traffic, Post Mounted", per each.

11 "Sign, Traffic, Mast Arm Mounted", per each.

12 "Post, 2 In Schedule 40 Galv. Pipe", per each.

13 All costs for furnishing and installing "Permanent Signage" and components, including removal, salvaging,  
14 relocation, and coordination of salvaged existing signs and posts, where indicated and as shown on plans.

15 **8-22 PAVEMENT MARKING**

16 **8-22.4 Measurement**

17 Section 8-22.4 is supplemented with the following:

18 (\*\*\*\*\*)

19 The measurement for Plastic Stop Bar will be by the linear foot.

20 The measurement for Plastic Bicycle Crossing Pavement Marking and Plastic Colored, Paint and Post  
21 Curb Extension will be by the square foot.

22 The measurement for Plastic Shared Lane Marking (Sharrow) Symbol, Plastic Bi-Directional Bike  
23 Sharrow Symbol, Plastic Modified Bi-Directional Bike Sharrow Symbol, Plastic Bike Dot with Arrow  
24 Symbol, Plastic Raised Intersection Chevron Pavement Marking, Plastic Slotted Speed Hump Marking,  
25 Plastic Speed Hump Marking, and Plastic Yield Pavement Marking will be per each.

26 **8-22.5 Payment**

27 Section 8-22.5 is supplemented with the following:

28 (\*\*\*\*\*)

29 "Plastic Stop Bar", per linear foot.

30 "Plastic Bicycle Crossing Pavement Marking", per square foot.

31 "Plastic Shared Lane Marking (Sharrow) Symbol", per each.

32 "Plastic Bi-Directional Bike Sharrow Symbol", per each.

33 "Plastic Modified Bi-Directional Bike Sharrow Symbol", per each.

- 1 "Plastic Bike Dot with Arrow Symbol", per each.
- 2 "Plastic Raised Intersection Chevron Pavement Marking", per each.
- 3 "Plastic Slotted Speed Hump Marking", per each.
- 4 "Plastic Speed Hump Marking", per each.
- 5 "Plastic Yield Pavement Marking", per each.
- 6 "Plastic Colored, Paint and Post Curb Extension", per square foot.

7 **END OF DIVISION 8**

1 **DIVISION 9 – MATERIALS**

2 **9-03 AGGREGATES**

3 **9-03.6 Vacant**

4 Delete this Section and replace it with the following:

5  
6 **9-03.6 Aggregates for Asphalt Treated Base (ATB)**

7 (May 5, 2015 APWA GSP)

8  
9 **9-03.6(1) General Requirements**

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

12  
13 Los Angeles Wear, 500 Rev. 30% max.  
14 Degradation Factor 15 min.

15  
16 **9-03.6(2) Grading**

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

Sieve Size	Percent Passing
2"	100
1/2"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

18  
19 All percentages are by weight.

20  
21  
22 **9-03.6(3) Test Requirements**

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

26  
27 % of Theoretical Maximum Specific Gravity (GMM) (approximate) 93 @ 100 gyrations  
28 AASHTO T324, WSDOT TM T718 or ASTM D3625 Pass  
29 (Acceptable anti-strip evaluation tests)

30  
31 The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less  
32 than 35.

1 (\*\*\*\*\*)

2 **9-01.9(3) Crushed Surfacing**

3 Replace the table in this section with the following:

4

Sieve Size	Base Course	Top Course
	Percent Passing	
5/8" square sieve	100	
3/8" square sieve		100
1/4" square sieve	55-75	99.7
No. 4		98.1
No. 10		63.5
No. 20		40.2
No.30		33.5
No. 40	8-24	28.1
No. 50		22.5
No. 200 sieve (wet)	10 max. (wet)	10.7 (wet)
No. 200	2.0-9.0	
% Fracture		75
Sand Equivalent		40 min

5

6 **9-05 DRAINAGE STRUCTURES**

7 **9-05.30 Vacant**

8 Section 9-05.30 is deleted in its entirety and replaced with the following:

9 (\*\*\*\*\*)

10 **9-05.16 Curb Inlets**

11 Curb inlets shall be per City of Kirkland Standard Plan No. CK-D.06.

12 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

13 **9-14.1(1) Topsoil Type A**

14 Section 9-14.4(1) is supplemented with the following:

15 (\*\*\*\*\*)

16 Topsoil Type A shall be two-way soil mix or approved equivalent, with the following specifications:

17 Soil mix shall be a mixture of pure compost, and sand, sandy loam or silty sand. The soil shall be high  
18 in organic content and comprised of fully composted and mature organic materials. No fresh sawdust  
19 or other fresh wood by-products shall be added to extend the volume after the composting process.

20

21 Compost shall be 98 percent minimum material derived from the aerobic decomposition of recycled  
22 plant waste and/or secondary sewage treatment. It shall be free of viable weed seeds and other plant  
23 propagules and shall have a moisture content that has no visible free water or dust produced when  
24 handling the material.

25

26 Chemical/physical characteristics shall comply with the following:

27

Screen Size (approx. particle size)	7/16" maximum
Total Nitrogen	0.25% minimum
Organic matter	10% minimum
pH Range	5.5-7.5
Conductivity	5 mmhos/cm maximum

The following are acceptable sources/products for Topsoil:  
Pacific Topsoil Environmental Mix, Cedar Grove 2 Way Mix, or approved equivalent.

**9-14.8 Tree Root Barriers (New Section)**

Section 9-14.8 is added as follows:

Root barriers must be an injection molded or extruded modular component made of high density polypropylene or polyethylene plastic with a minimum of 30 percent recycled materials. Panels must have a minimum thickness of 0.080 inches. Each panel must have a minimum of 4 molded vertical ribs and locking strips, integral male/female sliding locks, and an intergraded zipper joining system. Vertical root-deflecting ribs or channels must be between 1/2 inch and 0.008 inches high, perpendicular to the panel, and between 5.91 inches to 7.87 inches apart. Panels must be a minimum of 24" wide x 18" or 24" deep, or as shown on Drawings. The Contractor must submit for approval a catalogue cut sheet for the material and installation.

**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. Type 4 and Type 5 junction boxes shall be as noted in the Plans and in conformance with WSDOT Standard Plan J-40.20-03.

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.

**9-29.2(1) Standard Duty and Heavy-Duty Junction Boxes**

1 **9-29.2(1)A Standard Duty Junction Boxes**

2  
3 Section 9-29.2(1)A is supplemented with the following:

4  
5 **(August 1, 2016 WSDOT GSP)**

6 **Concrete Junction Boxes**

7 Both the slip-resistant lid and slip-resistant frame shall be treated with Mebac#1 as manufactured by IKG  
8 industries, or SlipNOT Grade 3-coarse as manufactured by W.S. Molnar Co. Where the exposed portion of  
9 the frame is ½ inch wide or less the slip-resistant treatment may be omitted on that portion of the frame.  
10 The slip-resistant lid shall be identified with permanent marking on the underside indicating the type of  
11 surface treatment (“M1” for Mebac#1; or “S3” for SlipNOT Grade 3-coarse) and the year manufactured. The  
12 permanent marking shall be ⅛ inch line thickness formed with a mild steel weld bead.

13  
14 **9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable**

15 Section 9-29.3 is supplemented with the following:

16  
17 (\*\*\*\*\*)

18 Chemically cross-linked polyethylene type USE shall be used for insulation of conductors in raceways. No  
19 alternate will be allowed. 8

20  
21 **9-29.19 Pedestrian Push Buttons**

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

23  
24 (\*\*\*\*\*)

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

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

31  
32 **9-29.22 Vacant**

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

34  
35 (\*\*\*\*\*)

36 **9-29.22 Rapid Rectangular Flashing Beacon (RRFB)**

37  
38 **General**

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

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

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

48  
49  
50  
51 **RRFB Parts List**

52 An RRFB system shall be comprised of the following items and parts:

1  
2  
3

**RRFB Component List**

<b>ID #</b>	<b>Component</b>	<b>Item</b>	<b># needed</b>
<b>FOUNDATION</b>			
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
<b>STRUCTURE</b>			
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.)
<b>ID #</b>	<b>Component</b>	<b>Item</b>	<b># needed</b>
<b>RRFB COMPONENTS</b>			
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) • 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
<b>POWER – SELECT DC (SOLAR) <u>or</u> AC (HARDWIRE)</b>			
<b>DC (SOLAR) POWER</b>			
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-	1 per unit

		30 depending on No. of solar panels)	
18.DC	Power cable for AC systems	Belden Part No. 601765 Cable	Varies depending on site distances
<b>AC (HARDWIRE) POWER</b>			
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
<b>PEDESTRIAN PUSH-BUTTONS</b>			
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

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**END OF DIVISION 9**

# PREVAILING WAGE RATES



**City of Kirkland**

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## PREVAILING WAGE RATES

Prevailing wage rates can be found at:  
[www.lni.wa.gov/tradeslicensing/prevwage/wagerates](http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates)

Use July 8, 2020 rates

King County

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

City Hall Annex 310  
1<sup>st</sup> Street  
Kirkland, WA 98033

The City of Kirkland will mail a hard copy of the applicable wage rates upon request.  
Send your request to the Project Engineer, or [jmuse@kirklandwa.gov](mailto:jmuse@kirklandwa.gov).

**APPENDIX A  
CITY OF KIRKLAND  
PRE-APPROVED PLANS**



**City of Kirkland**

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## **CITY OF KIRKLAND PRE-APPROVED PLANS**

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

[https://www.kirklandwa.gov/depart/Public\\_Works/DevelopmentServices/Pre-Approved\\_Plans.htm](https://www.kirklandwa.gov/depart/Public_Works/DevelopmentServices/Pre-Approved_Plans.htm)