



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

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

# **126<sup>th</sup> Ave NE Watermain Improvements Project**

## **Job No. 10-22-PW**

### **CIP No. WA-1600000**



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

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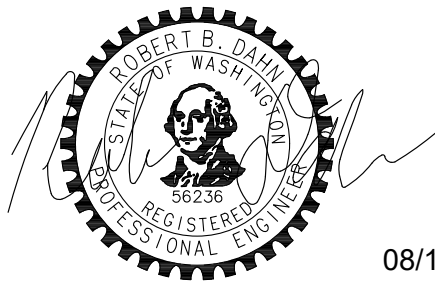


**CITY OF KIRKLAND  
DEPARTMENT OF PUBLIC WORKS**

**126<sup>th</sup> Ave NE Watermain Improvements Project  
CIP NO. WA-1600000  
JOB NO. 10-22-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.



08/11/2022

Robert Dahn, P.E.  
Senior Project Manager

***Approved for Construction:***



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Rod Steitzer, P.E.  
Capital Projects Manager

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# INVITATION TO BID



**City of Kirkland**

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## **INVITATION TO BID**

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at 10:00AM, local time on September 14, 2022 for the project hereinafter referred to as:

**126<sup>th</sup> Ave NE Watermain Improvements Project**  
**CIP NO. WA-1600000**  
**JOB NO. 10-22-PW**

At said time all bids will be opened and publicly read aloud. Each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check or 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 **126<sup>th</sup> Ave NE Watermain Improvements Project**. Specific work includes, but is not limited to, construction of water mains, fire hydrants, and water service connections; replacement of concrete sidewalk and curb and gutter; paving HMA trench patching; restoration; traffic control; and other work. Contract award will be made to the lowest, responsible, responsive bidder. The estimated cost of this project is in the range of \$1,375,000 to \$1,525,000, excluding sales tax.

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 Scott Gonsar via email at [sgonsar@kirklandwa.gov](mailto:sgonsar@kirklandwa.gov). **Questions via phone will not be accepted.** Bidders shall submit questions **no later than September 7, 2022 at 4:00PM.**

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 – August 22, 2022; August 29, 2022

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# **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 in compliance with RCW 39.30.060 if the estimate exceeds \$1,000,000.

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

1. CONTRACT

This agreement is to be executed by the successful bidder.
2. PERFORMANCE AND PAYMENT BOND

To be executed by the successful bidder and its surety company.
3. CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE; RETAINED PERCENTAGE ESCROW AGREEMENT

To be executed by the successful bidder based on bidder's selection of option.
4. CERTIFICATES OF INSURANCE

To be executed by the successful bidder and by an acceptable insurance company. The City of Kirkland must be named as an additional insured.
5. STATEMENT(S) OF INTENT TO PAY PREVAILING WAGES

Affidavit certifying all employees of Contractor and Subcontractor shall be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Washington State Department of Labor and Industries.

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

**CITY OF KIRKLAND  
BIDDER RESPONSIBILITY CRITERIA**

It is the intent of City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The bidder must:

- ☐ 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- ☐ 2. Have a current Washington Unified Business Identifier (UBI) number;
- ☐ 3. Have:
  - a. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- ☐ 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). **Meet responsibility criteria in RCW 39.04.350**
- ☐ 5. Until December 31, 2017, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
- ☐ 6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

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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 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;
  - 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**



**126<sup>th</sup> Ave NE Water Main Improvement Project**

CIP NO. WA-1600000

JOB NO. 10-22-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 **126<sup>TH</sup> Ave NE Water Main Improvement Project; JOB NO. 10-22-PW** for the following:

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

Washington State Sales Tax 10.2% (*in figures*): \$ \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Name and title of person signing

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Washington State Contractor's  
Registration Number

\_\_\_\_\_  
Contractor's Industrial Insurance  
Account Number

***MUST BE SUBMITTED WITH PROPOSAL***

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

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

Contractor's Address:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
EMAIL

\*\* Bid proposal to be submitted in a **sealed envelope** marked "**Bid Enclosed**" for  
**126<sup>TH</sup> Ave NE Water Main Improvement Project; JOB NO. 10-22-PW.**

**CITY OF KIRKLAND  
BID SCHEDULE**

126<sup>TH</sup> Ave NE Water Main Improvement Project  
JOB NO. 10-22-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>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	Minor Change (1-04.4 SP)	1	EST	\$50,000.00	\$50,000.00
2	Construction Surveying (1-05.4 SP)	1	LS		
3	As-Builts/Record Drawings (Min. Bid \$500) (1-05.18 SP)	1	LS		
4	SPCC Plan (1-07.15 SP)	1	LS		
5	Potholing at Connections and Utility Crossings (1-07.28 SP)	1	LS		
6	Mobilization (1-09.7 SP)	1	LS		
7	Project Temporary Traffic Control (1-10.5 SP)	1	LS		
8	Abandon Water System (2-02.5 SP)	1	LS		
9	Shoring and Trench Safety (2-09.5 SP)	1	LS		
10	Crushed Surfacing Top Course (4-04.5 SP)	4,000	TON		
11	HMA Cl. 1/2" PG 58H-22 Temporary Trench Patch (5-04.5 SP)	250	TON		
12	HMA Cl. 1/2" PG 58H-22 Permanent Trench Patch (5-04.5 SP)	1,200	TON		
13	Asphalt Cost Price Adjustment (5-04.5 SP)	1	CALC	\$2,000.00	\$2,000.00
14	Culvert Pipe (As Necessary) (7-02.5 SP)	15	LF		
15	Replace Existing Catch Basin Casting (7-05.5 SP)	4	EA		
16	Replace Existing Storm Manhole Casting (7-05.5 SP)	1	EA		
17	Replace Existing Sewer Manhole Casting (As Necessary) (7-05.5 SP)	1	EA		
18	Ductile Iron Pipe for Water Main 4 In. Diam., Class 52, Incl. Fittings (7-09.5 SP)	20	LF		
19	Ductile Iron Pipe for Water Main 6 In. Diam., Class 52, Incl. Fittings (7-09.5 SP)	65	LF		
20	Ductile Iron Pipe for Water Main 8 In. Diam., Class 52, Incl. Fittings (7-09.5 SP)	2,665	LF		
21	Ductile Iron Pipe for Water Main 12 In. Diam., Class 52, Incl. Fittings (7-09.5 SP)	35	LF		
22	Connection to Existing Water Main (7-09.5 SP)	9	EA		
23	Foundation Gravel (As Necessary) (7-09.5 SP)	100	TON		

**MUST BE SUBMITTED WITH PROPOSAL**

<b>Item No.</b>	<b>Item Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
24	Extra Ductile Iron Fittings (7-09.5 SP)	3,000	LB		
25	Gate Valve 8 In. (7-12.5 SP)	17	EA		
26	Gate Valve 12 In. (7-12.5 SP)	2	EA		
27	2-Inch Air and Vacuum Release Assembly (7-12.5 SP)	2	EA		
28	Hydrant Assembly (7-14.5 SP)	3	EA		
29	Water Meter Assembly for 1 In. Service - Short Side (7-15.5 SP)	40	EA		
30	Water Meter Assembly for 1 In. Service - Long Side (7-15.5 SP)	38	EA		
31	Water Meter Assembly for 2 In. Service - Short Side (7-15.5 SP)	1	EA		
32	Customer Side Reconnection Over 10 Feet (7-15.5 SP)	1,000	LF		
33	Erosion Control and Water Pollution Prevention (8-01.5 SP)	1	LS		
34	SWPPP Preparation and Maintenance (8-01.5 SP)	1	LS		
35	Property Restoration (8-02.5 SP)	1	LS		
36	Cement Concrete Traffic Curb and Gutter (8-04.5 SP)	475	LF		
37	Cement Concrete Driveway Entrance (8-06.5 SP)	10	SY		
38	Adjust Monument Case and Cover to Finished Grade (8-13.5 SP)	3	EA		
39	Monument Replacement (8-13.5 SP)	2	EA		
40	Cement Concrete Sidewalk (8-14.5 SP)	115	SY		
41	Plastic Crosswalk (8-22.5 SP)	300	SF		
42	Plastic Stop Line (8-22.5 SP)	25	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 \_\_\_\_\_

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## **BID BOND**

KNOW ALL PERSONS 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**  
**NONCOLLUSION AFFIDAVIT**  
**126<sup>th</sup> Ave NE Water Main Improvement Project**  
CIP NO. WA-1600000  
JOB NO. 10-22-PW

STATE OF WASHINGTON     )  
  ) SS  
COUNTY OF KING         )

The undersigned, being duly sworn, on oath deposes and says that the person(s), firm, association, partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

\_\_\_\_\_  
Firm Name

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

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., ET. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**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:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

*- make additional pages if necessary -*

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF KIRKLAND  
BIDDER'S CHECKLIST**

1. Have you reviewed the Bidder Responsibility and Subcontractor Responsibility Criteria?
2. Have you enclosed a bid bond or certified check with your bid? (Must be at least 5% of the total amount bid)
3. Have you entered a bid amount for all items and all schedules?
4. Do the written amounts of the proposal agree with the amounts shown in the figures?
5. Have you acknowledged receipt of addenda?
6. Has the proposal been properly completed and signed?
7. Have you completed the Statement of Bidder's Qualifications?
8. Have you completed the City of Kirkland Non-collusion Affidavit?
9. Have you completed the Subcontractor Identification List? (This is to be completed if the estimate amount exceeds \$1,000,000.)
10. Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for:

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## INFORMATION ONLY

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



# City of Kirkland



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# CITY OF KIRKLAND

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## CITY OF KIRKLAND PUBLIC WORKS AGREEMENT

Version:063020

126<sup>th</sup> Ave NE Water Main Improvement Project  
JOB NO. 10-22-PW

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

W I T N E S S E T H:

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

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

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "126<sup>th</sup> Ave NE Water Main Improvement Project, Job No. 10-22-PW"

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

- A. Invitation to Bid, as published by the City.
- B. Specifications prepared for this project by the City and named above by title.
- C. Detailed Plans listed and described in said Specifications, together with those which may be issued as supplements thereof.
- D. The bid proposals submitted by the Contractor as to those items and/or alternatives accepted by the City.
- E. Any written change orders, additions or deletions, if any, issued by the City, pursuant to this agreement.
- F. Indemnification and insurance provisions included in the project documents shall apply to this agreement.

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

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

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



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

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

\_\_\_\_\_  
WA Contractor's Registration Number

\_\_\_\_\_  
Industrial Insurance Account Number

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

\_\_\_\_\_  
Phone Number

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

STATE OF WASHINGTON                    )  
  ) SS  
COUNTY OF KING                        )

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

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

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

STATE OF WASHINGTON                    )  
  ) SS  
COUNTY OF KING                        )

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

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

CITY OF KIRKLAND

BY: \_\_\_\_\_  
Beth Goldberg, Deputy City Manager



## PERFORMANCE BOND

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

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

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

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **126<sup>th</sup> Ave NE Water Main Improvement Project, Job #10-22-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 **126<sup>th</sup> Ave NE Water Main Improvement Project, Job #10-22-PW**, which contract is by this reference made a part hereof;

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

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

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

(Form continues on next page)

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

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

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

Signed this _____ day of _____, 2____	
Principal: _____	Surety: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____
Telephone: (    ) _____	Telephone: (    ) _____

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

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

**CITY OF KIRKLAND**  
**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT**  
**OF STATUTORY RETAINED PERCENTAGE**

126<sup>th</sup> Ave NE Water Main Improvement Project  
JOB NO. 10-22-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**

126<sup>th</sup> Ave NE Water Main Improvement Project  
JOB NO. 10-22-PW

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

City of Kirkland  
123 Fifth Avenue  
Kirkland, Washington 98033

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

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

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

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

TO: Escrow Bank or Trust Company:

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

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

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

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

**INSTRUCTIONS**

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City of Kirkland. Attached is a list of such bonds, or other securities approved by the City of Kirkland. Other bonds or securities, except stocks, may be selected by the Contractor, subject to the express written approval of the City of Kirkland. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so at the direction of the City of Kirkland and Contractor.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the City of Kirkland's warrants) except in accordance with written instructions from the City of Kirkland. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is \_\_\_\_\_.
4. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City of Kirkland directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for hereinabove. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorneys fees occasioned by such default, delay, controversy, or litigation.
5. This agreement shall not be binding until executed by the Contractor and the City of Kirkland and accepted by you.
6. This instrument contains the entire agreement between you, the Contractor and the City of Kirkland, with respect to this escrow and you are not a part nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever, except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the parties hereto.
8. The Contractor's Federal Income Tax Identification number is \_\_\_\_\_.

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



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

CONTRACTOR:

CITY OF KIRKLAND:

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

123 Fifth Avenue  
Kirkland, Washington 98033

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

ESCROW BANK OR TRUST CO:

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

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

\_\_\_\_\_  
Title

Securities Authorized by City of Kirkland (select one):

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

**RETURN THIS SIGNED AGREEMENT TO:**

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



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

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

1. Intent to Pay Prevailing Wage (Contractor must generate including for subcontractors)  
  
Department of Labor/Industries  
Employment Standards Division  
General Administration Building  
Olympia, Washington 98504  
(360) 956-5335
2. Notice of Completion of Public Works Contract (City generates)  
  
Department of Revenue  
Excise Tax Division  
Olympia, Washington 98504
3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)  
  
Department of Labor/Industries
4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)  
  
Department of Revenue  
Department of Labor and Industries  
Employment Security Department
5. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City  
(Responsibility of Contractor to obtain)  
  
Claims against retainage or Payment Bond filed with City by any such  
subcontractor, workman, or material supplier.
6. Current insurance certificate through retainage release (Contractor generates)
7. Produce final invoice for retainage if bond is not selected (Contractor generates)

# **SPECIAL PROVISIONS**



**City of Kirkland**

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# **SPECIAL PROVISIONS**

*Supplement to*

**2022**

**WSDOT Standard  
Specifications**

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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, 2022 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 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.

The accompanying Plans and these Specifications and any Addenda thereto, show and describe the location and type of work to be performed under the **126<sup>th</sup> Ave NE Watermain Improvements Project**.

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

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

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

**General Special Provisions (GSPs)** are similar to Standard Specifications in that they typically apply to many public works projects. These can include:

- **Local Agency/APWA 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 of Washington. These GSPs are generally used 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 modifications to the Standard Specifications prepared by the City of Kirkland Public Works Department, and 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, current year edition
- 2016 Department of Ecology Stormwater Management Manual for Western Washington.

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

# DIVISION 1 – GENERAL REQUIREMENTS

## DESCRIPTION OF WORK

This contract provides for construction of water mains, fire hydrants, and water service connections; replacement of concrete sidewalk, driveway, and curb and gutter; paving HMA trench patching; restoration; traffic control; and other work, all in accordance with the Contract Plans, these Contract Special Provisions, and the Standard Specifications.

### 1-01 DEFINITIONS AND TERMS

*(January 19, 2022 APWA GSP)*

#### 1-01.3 Definitions

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

##### **Dates**

###### ***Bid Opening Date***

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

###### ***Award Date***

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

###### ***Contract Execution Date***

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

###### ***Notice to Proceed Date***

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

###### ***Substantial Completion Date***

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

###### ***Physical Completion Date***

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

###### ***Completion Date***

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

###### ***Final Acceptance Date***

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

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

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

Supplement this Section with the following:

**Invitation for Bids**

“Invitation for Bids”, “Call for Bids”, and “Advertisement for Bids” shall be used interchangeably.

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

***(January 24, 2011 APWA GSP)***

### **1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

### **1-02.1 Qualifications of Bidder**

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

***(January 1, 2016 COK GSP)***

Supplement this section with the following:

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

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

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

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

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

1. Criterion. The bidder must demonstrate a record of successful and timely resolution of Change Orders including compliance with public contract Change Order resolution procedures (e.g. timely notice of event giving rise to the Change Order, timely submission of a statement of the cost and/or impact of the Change Order unless the bidder is able to show extenuating circumstances that explain bidder's failure to timely provide such information to the satisfaction of Contracting Agency).

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

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

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

**1-02.2 Plans and Specifications**

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

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

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

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

**(January 19, 2022 APWA GSP Option B)**

**1-02.4(1) General**

The first sentence of the ninth paragraph, beginning with "Any prospective Bidder desiring...", is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 5 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

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

**1-02.5 Proposal Forms**

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not



limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

***(December 10, 2020 APWA GSP, Option B)***

**1-02.6 Preparation of Proposal**

Supplement the second paragraph with the following:

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

Delete the last two paragraphs, and replace them with the following:

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

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

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

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

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

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

**1-02.7 Bid Deposit**

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

***(January 1, 2016 COK GSP)***

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

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

**Conflict of Interest**

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

***(January 19, 2022 APWA GSP, Option A)***

**1-02.9 Delivery of Proposal**

Delete this section, and replace it with the following:

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

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

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

**DBE Utilization Certification**

The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

**DBE Written Confirmation and/or GFE Documentation**

The DBE Written Confirmation Documents and/or GFE Documents are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit Written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE as required by Section 1-02.6.

### **DBE Bid Item Breakdown and DBE Trucking Credit Form**

The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown and a DBE Trucking Credit Form for each DBE Trucking firm listed on the DBE Utilization Certification, however, minor errors and corrections to DBE Bid Item Breakdown or DBE Trucking Credit Forms will be returned for correction for a period up to five calendar days (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. A DBE Bid Item Breakdown or DBE Trucking Credit Forms that are still incorrect after the correction period will be determined to be non-responsive.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

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

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

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

Delete this section, and replace it with the following:

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

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

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

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

***(October 1, 2020 APWA GSP)***

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

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;

- c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

***(May 17, 2018 APWA GSP, Option A)***

**1-02.14 Disqualification of Bidders**

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

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

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the

Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

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

**1-02.15 Pre-Award Information**

Revise this section to read:

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

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

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

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

**1-03.1 Consideration of Bids**

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

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

**1-03.3 Execution of Contract**

Revise this section to read:

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

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

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The

Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

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

**(January 1, 2016 COK GSP)**

**1-03.4 Contract Bond**

Revise the first paragraph to read:

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

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

**(November 30, 2018 APWA GSP)**

**1-03.7 Judicial Review**

Revise this section as follows:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

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

***(January 1, 2016 COK GSP)***

### **1-04.1 Intent of the Contract**

Section 1-04.1 is supplemented with the following:

All materials, tools, labor, and guarantees thereof 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.

Supplement this Section with the following:

All prime contractor and subcontractor fixed project costs shall be included within the Bid items unit costs listed in the Proposal.

***(December 10, 2020 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. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

### **1-04.4 Changes**

***(May 30, 2019 APWA GSP)***

#### **1-04.4(1) Minor Changes**

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$20,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

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

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

Revise the first paragraph to read:

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

**(January 1, 2016 COK GSP)**

**1-04.11 Final Cleanup**

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

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

The Contractor shall:

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

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

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

Supplement this section with the following:

Contractor shall follow all procedures established in the approved and updated SPCC Plan and SWPPP to remove from the site and properly dispose of materials, rubbish and debris including wash water.

**1-05 CONTROL OF WORK**

**(January 27, 2021 COK GSP)**

**1-05.1 Authority of the Engineer**

Section 1-05.1 is supplemented with the following:

When directed by the Engineer for purposes such as (but not limited to) maintaining unrestricted public access and use outside the Work area, maintaining an appropriate construction site appearance, and/or allowing full access to the Work by the Engineer or other City personnel, the Contractor shall cleanup and remove debris, refuse, and discarded materials of any kind resulting from the Work to meet those purposes. These activities shall be incidental to the bid items associated with the Work that generated the debris, refuse, and discarded materials. Failure to do so may result in cleanup done by the Owner



and the cost thereof charged to the Contractor by either deducting from the next Progress Payment to the Contractor or direct billing from the City.

***(January 1, 2020 COK GSP)***

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

Section 1-05.4 is supplemented with the following:

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

***(January 1, 2016 COK GSP)***

Add the following new section:

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplement this section with the following:

#### **Monument Positions**

The Contractor will be responsible for perpetuating and documenting existing monuments in compliance with the Application for Permit to Remove or Destroy a Survey monument (WAC 332-120), to be performed by a PLS. The Contractor shall submit a staking request to reference the location of existing monuments prior to removal.

Upon completion of the roadway surface, the destroyed and new proposed monuments positions shall be set and referenced by the Contractor. The Contractor shall then drill and core out the monument position, install the poured monument, and place a blank brass monument centered in the cored position. The Contractor will then mark the referenced position and file a completion report for Monument Removal or Destruction with DNR, as applicable for pre-existing monuments, or a Record of Survey for new monuments.

Contractor shall provide documentation to the City a minimum of three (3) Working Days prior to removal of monument showing the monument has been referenced.

**(January 1, 2016 COK GSP)**

Supplement this section with the following:

#### **Measurement**

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

#### **Payment**

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

“Construction Surveying”, lump sum.

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

Payment for this item will be made as a percentage of the water main pipe included in the bid that has been installed.

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

**1-05.7 Removal of Defective and Unauthorized Work**

Supplement this section with the following:

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

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

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

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

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

**(January 1, 2016 COK GSP)**

**1-05.9 Equipment**

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

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

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

Supplement this section with the following:

Contractor shall repair damage to concrete or asphalt surfaces at its own expense. The cost of completion of such repairs by the Owner, if not completed where directed by the Contractor, shall be deducted from the final amounts due for the Work. Contractor shall protect existing concrete and asphalt surfaces from damage from equipment with metal tracks, including unloading and loading of equipment. If the Contractor intends to use equipment with metal tracks, the Contractor shall prepare and submit a surface protection plan to the Engineer for approval 14 calendar days prior to mobilization of equipment.

**(January 1, 2016 COK GSP)**

**1-05.10 Guarantees**

Section 1-05.10 is supplemented as follows:

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

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

**1-05.11 Final Inspection**

Delete this section and replace it with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following new section:

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

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

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

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

**1-05.14 Cooperation with Other Contractors**

Supplement this Section with the following:

The Contractor shall coordinate the work with other Contractors and utility companies, which also have facilities in the project area which are to be relocated or adjusted to grade.

All costs associated with coordination and cooperation with other contractors shall be considered incidental and shall not be grounds for additional payment or claims of any kind.

Contractor shall be responsible for coordinating directly with affected utilities responsible for utility relocation. Contractor shall coordinate all required relocations such that no delay in work occurs. Delay caused by failure to schedule between the Contractor and utilities shall not be just cause for a claim, dispute, or suspension. At a minimum, coordination shall include:

- Providing each utility with an overall project schedule showing the private utility relocation work.
- Providing each utility with a three-week lookahead showing any private utility work required that could impact the Critical Path of the project schedule.

All phone conversations and emails between the Contractor and utilities in regards to schedules and coordination shall be documented on a record of communication and provided to the Owner.

All cost associated with coordination and cooperation with other contractors as required by these contract documents shall be incidental and included within the unit Bid prices provided in the Contract Proposal.

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

**1-05.15 Method of Serving Notices**

Revise the second paragraph to read:

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

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

Add the following new section:

**1-05.16 Water and Power**

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

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

Add the following new section:

**1-05.17 Oral Agreements**

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations

contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

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

Add the following new section:

**1-05.18 Record Drawings**

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded. Record Drawings must be prepared in accordance with City of Kirkland Policy G-3 (available online).

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

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

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

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

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

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

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

#### Making Entries on the Record Drawings:

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

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

Payment will be made for the following bid item:

“As-Built/Record Drawings (Min. Bid \$500)”, lump sum.

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. Record drawings must be inspected by the Engineer at the Weekly Coordination Meetings in order for the contractor to receive full monthly pro-rated payment. If contractor fails to produce accurate and up to date record drawings at each meeting, payment will be forfeited for that week. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions less any forfeited weekly payments.

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

**(November 19, 2019 COK GSP)**

Add new section 1-05.19:

#### **1-05.19 Daily Construction Report**

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

Every single diary sheet/page must have:

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

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

1. Day and date.
2. Weather conditions, including changes throughout the day.



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

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

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

Engineer of the Engineer's representative on the job site will also complete a Daily Construction Report.

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

*(January 1, 2016 COK GSP)*

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

Section 1-06.1 is supplemented as follows:

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

*(February 17, 2022 COK GSP)*

### **1-06.1(2) Request for Approval of Materials (RAM)**

Revise the first paragraph to read:

The RAM shall be used for all submittals unless directed otherwise by the Engineer. The RAM shall be prepared by the Contractor in accordance with the instructions on Form 350-071 and submitted to the Engineer for approval before the material is incorporated into the Work.

*(June 27, 2011 AWP A GSP)*

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

Delete this section in its entirety.

*(January 4, 2016 APWA GSP)*

**1-06.6 Recycled Materials**

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

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

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

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

Add the following new section:

**1-06.7 Shop Drawings and Submittals**

**1-06.7(1) General**

Shop drawing and submittal review by the Owner or Owner's representative will be limited to general design requirements only and shall not relieve the Contractor from responsibility for errors or omissions or responsibility for consequences due to deviations from the Contract Documents. No changes may be made in any submittal after it has been reviewed except with written notice and approval from the Owner.

The Contractor shall review each submittal and provide approval in writing or by stamping, with a statement indicating that he or she has reviewed and approved the submittal, verified dimensional information, materials, catalog numbers, and similar data, confirmed that specified criteria has been met, and acknowledges that the product, method, or information will function as intended.

Shop drawing and submittal data for each item shall contain sufficient information on each item to determine if it is in compliance with the contract requirements.

Shop drawing and submittal items that have been installed in the work but have not been approved through the review process shall be removed, and an approved product shall be furnished, all at the Contractor's expense. Under no circumstances shall payment be made to the Contractor for materials not approved by the submittal process.

**1-06.7(2) Required Information**

Five (5) copies of each submittal shall be submitted within five (5) Working Days after contract execution to:

City of Kirkland  
Public Works Department  
Attn: 126<sup>th</sup> Ave NE Watermain Improvements Project  
Scott Gonsar, PE  
301 1<sup>st</sup> St.  
Kirkland, WA 98033

Shop drawings and submittals shall contain the following information for all items:

1. Project Name.
2. Contractor.

3. Engineer.
4. Owner.
5. Applicable specification and drawing reference.
6. A stamp showing that the Contractor has checked the material or equipment for conformance with the contract requirements, coordination with other work on the job, and dimensional suitability.
7. A blank space for the Engineer to place a 3-inch by 4-inch review stamp.
8. Dimensions and weights.
9. Catalog information.
10. Manufacturer's specifications.
11. Special handling instructions.
12. Maintenance requirements.
13. Wiring and control diagrams.
14. List of contract exceptions.
15. Other information as required by the Engineer.
16. Installation and Operating Instructions.

See section 1-08.0(1) for additional submittals required.

#### **1-06.7(3) Review Schedule**

Shop drawings and submittals will be reviewed as promptly as possible and transmitted to Contractor not later than 10 Working Days after receipt by the Engineer. The Contractor shall revise and resubmit previously rejected submittals as necessary to obtain approval. Delays caused by the need for resubmittal may not be a basis for an extension of contract time or delay damages at the discretion of the Owner. One set of electronic shop drawings will be returned to the Contractor via email after review. Two submittals of each item requiring samples and/or shop drawings will be reviewed by the Engineer in the regular course of the Contract. However, all subsequent reviews of the same item over two will be reviewed at the expense of the Contractor. Contractor will be billed by the Owner at the Engineer's current established rates.

#### **1-06.7(4) Substitutions**

Any product or construction method that does not meet these specifications will be considered a substitution. Substitutions must be approved prior to their installation or use on this project, as specified below.

#### **1-06.7(5) After Contract Execution**

Within 10 Working Days after the date of the Notice of Award of Contract, Owner will consider formal requests from Contractor for substitution of product in place of those specified. Contractor shall submit one (1) electronic copy of request for substitution to the City Project Manager. Data shall include the necessary change in construction methods, including a detailed description of proposed method and related drawings illustrating methods. An itemized comparison of proposed substitution with product or method shall be provided.

In making a request for substitution, Contractor represents that he or she has personally investigated the proposed product or method and has determined that it is equal or superior to, in all respects, the product specified. All substitutions shall be reviewed and approved by the City prior to incorporation into the project. Upon review and acceptance by the Owner, Contractor shall coordinate installation of accepted substitutions into the work, making changes that may be required for work to be completed. Contractor waives all claims for additional costs related to substitutions that consequently become apparent.

#### **1-06.7(6) Equivalent Materials**

Mention of equipment or materials by brand name and/or model number is occasionally made in order to establish a basis of quality for certain items of material, equipment, or processes. Such mention is

intended to include products of other manufacturers that will meet the design standards of the product mentioned.

If the Contractor desires to use products other than those specified under this “or approved equivalent” provision, he or she shall obtain the approval of the Owner and the Engineer before entering an order therefore. All substitutions or products to be used under the “or approved equivalent” provision shall be reviewed and approved by the City prior to incorporation into the project.

Wherever mention is made of a specific manufacturer, such references shall be treated as if the phrase “or approved equivalent” appears thereafter whether or not in fact it does. The terms “or equal” and/or “or approved equivalent” shall be considered synonymous.

Cost of all work under this Section shall be included in the lump sum contract bid item of “Mobilization”.

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

***(January 1, 2021 COK GSP)***

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

Section 1-07.1 is supplemented with the following:

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

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

#### **Compliance with Laws**

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

The Contractor shall be subject to City of Kirkland Code enforcement, as required by Kirkland Municipal Code (KMC) Chapter 1.12. The Contractor shall fully comply with and satisfy all fines and costs assessed by code enforcement(s) prior to the Completion Date, unless otherwise authorized by the City of Kirkland in writing.

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

Supplement this section with the following:

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

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

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

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

***(January 1, 2016 COK GSP)***

Supplement this section with the following:

**Contractor's Safety Responsibilities**

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

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

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

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

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

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

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

***(May 13, 2020 COK GSP)***

Supplement this section with the following:

In response to the COVID-19 pandemic and the workplace requirements implemented by the State of Washington for construction projects during the pandemic, the Contractor shall prepare a project-specific COVID-19 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as amended by this Contract's Special Provisions.

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

**1-07.2 State Taxes**

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

**1-07.2 State Sales Tax**

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact

the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

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

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

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

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

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

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

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

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

#### **1-07.4 Sanitation**

*(February 2, 2021 COK GSP)*

##### **1-07.4(2) Health Hazards**

Supplement this section with the following:

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

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

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

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

All labor, materials, and equipment needed to prepare and implement the CHSP shall be incidental to other bid items and shall not be the basis for additional compensation to the Contractor. This includes but, is not limited to, a site supervisor to implement the plan, worker daily temperature checks and other required monitoring and documentation, means and methods to achieve safe distancing between workers, labor adjustments in response to workers unable to work on-site, providing masks and handwashing stations, etc.

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

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

#### **1-07.5 Environmental Regulations**

*(January 1, 2021 COK GSP)*

##### **1-07.5(3) State Department of Ecology**

Supplement this section with the following:

Contractor shall comply with all requirements of the Construction Stormwater General Permit (CSWGP), if this permit has been issued for this Work. Additionally, Contractor shall comply with all applicable requirement of Kirkland Municipal Code KMC 15.52, as this local code has been adopted to meet Washington State Department of Ecology requirements for city stormwater management.

CSWGP Permit Number (if issued): **NONE REQUIRED**

CSWGP coverage is typically only issued by the State Department of Ecology in the event the disturbed area for the Work is greater than one (1) acre. In the event CSWGP coverage has been issued for this Work, Contractor shall coordinate the Transfer of the permit from the Contracting Agency to the Contractor prior to any ground disturbance commencing in the Work area.

Unless identified otherwise in the Contract Documents, compliance with all requirements of this Section, the CSWGP, and the Kirkland Municipal Code KMC 15.52 shall be incidental to Contract pay items.

Revise the paragraph 6 to read:

6. When a violation of the Construction Stormwater General Permit (CSWGP) and/or Kirkland Municipal Code KMC 15.52 occurs, Contractor shall immediately notify the City of Kirkland Spill Hotline (425) 587-3900. Contractor shall also report to the Engineer and other agencies as identified in the Contractor's Spill Prevention, Control, and Countermeasures (SPCC) Plan (prepared in accordance with Section 1-07.15(1)).

Revise the paragraph 8 to read:

8. If directed by the Contracting Agency and instead of or in partial conjunction with a Notice of Completion, transfer the CSWGP coverage to the Contracting Agency when Physical Completion has been given and the Engineer has determined that the project site is not destabilized from erosion.

**(January 1, 2021 COK GSP)**

**1-07.6 Permits and Licenses**

Replace item 6 of the second paragraph of this section with the following:

6. The permit costs the Contracting Agency nothing. This shall include, but not be limited to, application and initial review fees, costs associated with fulfillment of all permit requirements, additional operational fees assessed during the life of the permit.

Supplement second paragraph of this section with the following:

7. When a violation of the Construction Stormwater General Permit (CSWGP) and/or Kirkland Municipal Code KMC 15.52 occurs, Contractor shall immediately notify the City of Kirkland Spill Hotline (425) 587-3900. Contractor shall also report to the Engineer and other agencies as identified in the Contractor's Spill Prevention, Control, and Countermeasures (SPCC) Plan (prepared in accordance with Section 1-07.15(1)).

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

Section 1-07.6 is supplemented with the following:

The Contractor is responsible for obtaining the below-listed permits for this project. All costs to obtain and comply with permit requirements shall be included in the applicable bid items for the work involved. Copies of these permits are required to be onsite at all times.

City of Kirkland Business License. More information can be found at:

<[http://www.kirklandwa.gov/depart/Finance\\_and\\_Administration/doingbusiness/Business\\_Licenses.htm](http://www.kirklandwa.gov/depart/Finance_and_Administration/doingbusiness/Business_Licenses.htm)>.

**(January 1, 2021 COK GSP)**

Add new Section 1-07.6(1):

**1-07.6(1) Permits for Sanitary Sewer Discharge for Construction Dewatering**

The Contracting Agency has not obtained a King County Authorization for Construction Dewatering or local sanitary sewer operating permits for this Work. Contractor proposals for this method of construction stormwater disposal will be supported by the Contracting Agency only if, as determined by the Engineer, the proposal meets all the requirements indicated in Section 1-07.6 and this Section.



Contractors proposing to use sanitary sewer methods for construction dewatering and discharge are directed to the King County web page for “Construction Dewatering” for applications and information on the application process.

In addition to the requirements of Section 1-07.6, Contractor shall provide to the Engineer the written permission obtained by the Contractor from the local sanitary sewer operating agency for use of the sanitary sewer for construction dewatering discharge in advance of the Contractor applying for either general or individual King County Authorization for Construction Dewatering.

Unless otherwise indicated in the Contract Documents or by the Engineer in writing, no claims for equitable adjustment of Contract Time will be approved in order to obtain King County Authorizations and/or local sanitary sewer operating permits.

***(January 1, 2021 COK GSP)***

Add new Section 1-07.6(2):

**1-07.6(2) Permits for Off-site Staging and Storage Areas**

The Contracting Agency has not obtained any City of Kirkland Temporary Use Permits for temporary use(s) of off-site areas or properties in the City of Kirkland for the purposes of staging, materials storage, and/or any other Contractor-desired temporary uses during the Work. A City of Kirkland Temporary Use Permit must be obtained by the Contractor for temporary use for the Work of any off-site areas or properties not located in a City of Kirkland right-of-way (ROW). This requirement is in addition to any permissions and/or agreements reached between the Contractor and the property owner(s) as required in Section 1-07.24.

“Off-site” will be taken to mean any area not designated as part of the Work in the Plans or other Contract Documents.

A City of Kirkland Temporary Use Permit is not required for additional use of areas located in a City of Kirkland right-of-way (ROW) and not indicated in the Plans or other Contract Documents. However, the Contractor shall not occupy additional City of Kirkland ROW not shown as part of the Work without advance written approval by the Engineer. Contractor shall photograph and/or video document the existing conditions of ROW used. Any damage or degradation of the existing conditions in these areas shall be repaired and/or replaced by the Contractor at no additional cost to the City of Kirkland.

Contractor shall apply for a City of Kirkland Temporary Use Permit from the City of Kirkland Planning and Building Department through <http://mybuildingpermit.com>. Contractor shall also notify the Engineer when the Temporary Use Permit application has been submitted.

Unless otherwise indicated in the Contract Documents or by the Engineer in writing, no claims for equitable adjustment of Contract Time will be allowed requesting additional time required for the Contractor to obtain a City of Kirkland Temporary Use Permit for temporary use of any off-site area or property not designated as part of the Work area in the Plans.

***(March 13, 1995 WSDOT GSP, Option 6)***

**1-07.7 Load Limits**

Section 1-07.7 is supplemented with the following:

If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor’s expense, make all arrangements for the use of the haul routes.

## **1-07.9 Wages**

*(January 3, 2020 APWA GSP)*

### **1-07.9(5) Required Documents**

Delete this section and replace it with the following:

#### **General**

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

#### **Intents and Affidavits**

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

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

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

#### **Certified Payrolls**

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

#### **Penalties for Noncompliance**

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

## **1-07.13 Contractor's Responsibility for Work**

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

### **1-07.13(1) General**

Supplement this Section with the following:

Contractor shall bear the risk of loss or damage, for any reason, to all finished or partially finished work until Final Acceptance of the entire Contract. This includes vandalism, theft, and acts of God or nature.

**(January 1, 2016 COK GSP)**

**1-07.14 Responsibility for Damage**

Section 1-07.14 is supplemented with the following:

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

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

**(January 10, 2019 COK GSP)**

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

Add the following paragraph under the second paragraph of this section:

The City of Kirkland SPCC Plan Template has been included for Contractor use in Appendix B. In the event the Contractor uses an SPCC Plan template that either follows the WSDOT SPCC Plan Template or contains the same or similar content and/or format, the following changes shall be required:

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

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

For SPCC Plan Element Requirement Number 2, add the following: "The City of Kirkland Spill Response Hotline at (425) 587-3900 shall be the first point of contact in the event of a spill."

For SPCC Plan Element Requirement Number 8, add the following: "As part of Contractor spill response procedure, the Contractor shall contact the City of Kirkland Spill Response Hotline at (425) 587-3900 to report the spill regardless of whether or not the Contractor has fully contained, controlled, and/or cleaned up the spill."

Revise the Payment section to read as follows:

Payment will be made for the following Bid item when it is included in the Proposal:

"SPCC Plan", lump sum.

The means of measurement for the lump sum Bid price for "SPCC Plan shall be allocated as 30 percent for preparation, ready for approval by the Engineer, of the SPCC, 50 percent pro-rated for completing and providing the required SPCC updates in response to site conditions, and 20 percent when the Engineer accepts the end of project SPCC. The portion for updates will be paid based on a pro-rated allocation over the working days of the executed Contract upon the contractor providing the updated SPCC documents at the weekly coordination meetings. The Engineer shall review the SPCC and any updates at each weekly meeting. If the SPCC has not been updated as deemed appropriate

by the Engineer, the reports portion of the work for this item shall not be paid for that week and the overall payment shall be reduced by that amount. Such non-payment does not relieve the Contractor from the responsibilities for updates.

The SPCC plan must be produced at each weekly Coordination Meeting for the Contractor to receive full pro-rated monthly payment. If the SPCC has not been updated to the satisfaction of the Engineer upon one or more review each month, and thus rejected, the work for this item shall not be paid for that month and the overall payment shall be reduced by that amount.

The lump sum payment for the "SPCC Plan" shall be full pay for all costs associated with creating and updating the accepted SPCC Plan, and all costs associated with the set up of prevention measures and for implementing the current SPCC Plan as required by this Specification.

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

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

##### **1-07.16(1) Private/Public Property**

Supplement this Section with the following:

The Contractor shall take care to preserve the integrity of existing improvements adjacent to the work.

Private irrigation systems shall be verified to be in working order by the homeowner and Contractor prior to any construction. If any irrigation systems fail after the Contractor has reached substantial completion, then the Contractor will repair them at the Contractors own expense if no inspections were performed prior to construction.

All trees not marked for removal on the plans shall be protected. If the Contractor determines that a tree not marked for removal must be removed to complete the work, they shall submit a request to remove the tree to the Engineer, in writing. Any trees removed or damaged without permission from the Engineer shall be replaced at no cost to the Contracting Agency.

**(August 2, 2010 WSDOT GSP)**

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

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

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

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

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

**(January 1, 2016 COK GSP)**

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

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

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

**(January 1, 2020 COK GSP)**

**1-07.17 Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

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

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

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

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

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

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

Utility	Agency/Company	Address	Contact	Phone
Water/Sewer	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Josh Pantzke	(425) 587-3900
Storm Drainage	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Josh Pantzke	(425) 587-3900
Water / Sewer (North area of Kirkland)	Northshore Utility District	6380 NE 185th St Kenmore, WA 98028	George Matote Kelly Nesbitt	(425) 398-4400 (425) 521-3750
Streets/ Ground	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Glenn Akramoff	(425) 587-3900
Natural Gas	Puget Sound Energy	P.O. Box 97034 EST-11W Bellevue, WA 98009-9734	Patty Miller	(206) 305-7950
Electric	Puget Sound Energy	35131 SE Center St Snoqualmie, WA 98065	Fremont Aguinaldo	(425) 223-0936
Telephone/ FIOS	Ziplay Fiber	P.O. Box 1127 Everett, WA 98206	Jay Schwab	(425) 263-4019
FIOS	Zayo	22651 83 <sup>rd</sup> Ave. S. Kent, WA 98032	Jason Accuradi	(971) 344-0530
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Joe Fordon	(425) 263-5348
Network	Verizon/MCI	11311 NE 120 <sup>th</sup> St Kirkland, WA 98034	Brad Landis Scott Christenson	(425) 201-0901 (425) 471-1079
School District Transportation	Lake Washington School District	15212 NE 95th St Redmond, WA 98052	Jeff Miles	(425) 936-1120
Transit	King County METRO	MS SVQ-TR-0100 1270 6th Ave S Seattle, WA 98134	David Freeman	(206) 477-1140 (206) 477-0438
Water (Northeast area of Kirkland)	Woodinville Water District	17238 NE Woodinville Duvall Road, Woodinville, WA 98072	Ken McDowell	(425) 487-4104
Olympic Pipeline	BP		Kenneth Metcalf Joseph Stone	(425) 981-2575 (425) 981-2506

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

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

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

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

## **Other Notifications**

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

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

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

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

**(January 1, 2016 COK GSP)**

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

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

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

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

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

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

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

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

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

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

- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

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

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- The Blueline Group, LLC

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

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

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

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

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

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



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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury each offence  
\$1,000,000 Stop Gap / Employers' Liability each accident

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

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

Such policy must provide the following minimum limit:  
\$1,000,000 Combined single limit each accident

**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 \$3,000,000 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 1, 2016 COK GSP)**

**1-07.23 Public Convenience and Safety**

Section 1-07.23 is supplemented with the following:

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

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

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

## **Pedestrian Control and Protection**

When the work area encroaches upon a sidewalk, walkway or crosswalk area, special consideration must be given to pedestrian safety. Maximum effort must be made to separate pedestrians from the work area. Protective barricades, fencing, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe and well defined.

Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Footbridges shall be safe, strong, free of bounce and sway, have a slip resistant coating, and be free of cracks, holes, and irregularities that could cause tripping. Ramps shall be provided at the entrance and exit of all raised footbridges, again to prevent tripping. Adequate illumination and reflectorization shall be provided during hours of darkness. All walkways shall be maintained with at least 4 feet clear width.

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

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

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

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

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

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

Revise the third sentence of the second paragraph to read:

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

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

This Section is supplemented with the following:

All trench sections within the roadway shall be restored prior to a non-Working Day. Steel plates used to cover open trenched within the roadway shall not be allowed to remain in place during non-Working Days if within one hundred (100) feet of any intersection as measured from the mainline stop bar.

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

### **1-07.23(2) Construction and Maintenance of Detours**

Supplement this section with the following:

#### **Measurement and Payment**

All costs related to equipment, labor and materials required to complete work described in Section 1-07.23 including but not limited to pedestrian access and safety; developing an approved Traffic Control Plan with pedestrian elements; construction, maintenance, and removal of pathways, protective barricades, fencing, and bridges; warning guidance devices; signing; temporary striping or structures; traffic control labor; and providing and maintaining temporary driveway access, alternative, or existing pedestrian routes and access points will not be measured for separate payment, but shall be included in the lump sum Bid item "Project Temporary Traffic Control."

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

Add the following new Section:

**1-07.23(3) Communication/Dissemination of Information**

The Contractor will attend a Weekly Coordination Meeting throughout the duration of the project. Information regarding schedule specifics, traffic disruptions, and water and sewer service disruptions will be provided by the Contractor and reviewed at such meetings.

The Contractor will provide and distribute adequate (as determined by the Engineer) written notice (two Working Days at a minimum) to all property owners prior to driveway demolition and construction.

The Contractor will provide Owner/Engineer a minimum five (5) Working Days written notice prior to utility (i.e., sewer and water) shut-offs to specific properties.

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

**1-07.24 Rights of Way**

Delete this section and replace it with the following:

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

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

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

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

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

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

a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

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

Supplement this section with the following:

All equipment and materials shall be staged at an off-site location provided by the Contractor. Staging of equipment and materials within right of way or easements will not be allowed unless approved by the Owner.

**(January 1, 2021 COK GSP)**

In addition to all agreements and releases between the Contractor and private property owner(s) described in this Section and as required in Section 1-07.6(2), the Contractor shall apply for a City of Kirkland Temporary Use Permit from the City of Kirkland Planning and Building Department for any temporary uses of real property (including both private property and City-owned real property) for temporary construction facilities, storage of materials, or other Contractor needs.

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

PROPERTY RELEASE	
<div style="text-align: center;">_____ _____ _____ (Contractor's name and address)</div>	
DATE: _____	
I, _____	owner of _____
_____,	hereby release _____,
_____(Contractor's name)	
from any property damage or personal injury resulting from construction on or adjacent to my property located at _____	
during construction of the _____. My signature below is my acknowledgment and acceptance that my property, as identified above, was returned to a satisfactory condition.	
Signed: _____	
Name: _____	
Address: _____	
Phone: _____	

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

**1-07.28 Potholing**

A lump sum Bid Item has been included in the bid proposal for Potholing at Connections and Utility Crossings. The Bid Item shall be used when required by the Engineer to determine the location of existing utilities. The Engineer will identify locations to pothole. This Bid Item does not replace the Contractor's responsibility to locate utilities impacted by construction activities.

Payment will be made for the following bid item:

"Potholing at Connections and Utility Crossings", per lump sum.

All potholes required to make connections to the existing water main and to determine the location of existing utilities at utility crossings shall be inclusive to this bid item and shall not be measured for separate payment.

Payment for this item will be made as a percentage of the water main pipe included in the bid that has been installed.

## **1-08 PROSECUTION AND PROGRESS**

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

Add the following new section:

### **1-08.0 Preliminary Matters**

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

Add the following new section:

#### **1-08.0(1) Preconstruction Conference**

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

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

The Engineer requires three (3) Working Days to review the project schedule prior to the preconstruction conference and five (5) Working Days to review the other submittals listed below prior to issuing the Notice to Proceed.

The Contractor shall prepare and submit prior to the preconstruction conference the following, as noted:

1. Traffic Control Plan, five (5) days prior;
2. SPCC Plan, three (3) days prior;
3. SWPPP, three (3) days prior;
4. Type A Project schedule, three (3) days prior;
5. Lump Sum Breakdowns for all lump sum items, three (3) days prior;
6. Force Account Labor and Equipment Rates, three (3) days prior;
7. A list of material sources for approval, if applicable, at the preconstruction conference.

**(January 1, 2021 COK GSP)**

Add new Section 1-08.0(2):

#### **1-08.0(2) Hours of Work**

Except in the case of emergency, unless otherwise indicated in the Contract Documents, or unless otherwise approved by the Contracting Agency in advance, the allowable working hours for this

Contract Work shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day. A maximum 1-hour lunch break is allowable between 7:00 a.m. and 6:00 p.m. and does not count for purposes of the 8-hour working period. The Contract assumes a 5-day work week, exclusive of weekends and holidays observed by the City of Kirkland and identified in Section 1-08.5 of the Standard Specifications.

The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the Work.

Except in the event of an emergency, unless otherwise indicated in the Contract Documents, or unless otherwise approved in advance by the Contracting Agency (including the Contractor obtaining approval for all applicable City of Kirkland permits as required by the City of Kirkland Zoning Code), no Work shall be allowed between the hours of 6:00 p.m. and 7:00 a.m., during weekends (except driveway construction), or during holidays observed by the City of Kirkland and identified in Section 1-08.5 of the Standard Specifications.

The Contracting Agency may consider specific and limited requests by the Contractor to allow Work during one or more periods in which Work is not allowed by this Section, but approval of these requests is solely at the discretion of the Contracting Agency as a benefit to the general public. Contractor shall submit a request in writing to the Engineer, including a full and accurate explanation of the type(s) of work to be performed, the period or periods of time outside normal Work hours, and the explanation(s) for why this work cannot be performed during the allowable Work hours.

The Engineer will consider requests and determine conditions and limitations as the Engineer deems necessary, in conformance with the conditions of support for local permitting described in Section 1-07.6 of the Standard Specifications and these Special Provisions. These conditions and limitations are additional to any conditions or limitations that may be required by Contracting Agency permits and/or variances. These conditions may include, but are not limited to:

1. Require the Engineer or such assistants as the Engineer may deem necessary to be present during the Work, including (but not limited to):
  - a. Survey crews
  - b. Personnel from the Contracting Agency's material testing laboratory
  - c. Inspectors
  - d. City operations and maintenance staff
  - e. Police, fire, or other public safety officials
  - f. Any other Contracting Agency employees who, in the opinion of the Engineer, are a necessary presence for the Work outside of the allowable working hours;
2. Require the Contractor to reimburse the Contracting Agency for all additional costs and expenses in excess of straight-time costs incurred for Contracting Agency employees and expenses during such times;
3. Measure Work performed on nights, weekend days, and holidays as working days with regards to the Contract Time; and/or,
4. Consider multiple work shifts (such as a sequential 8-hour day period followed by an 8-hour night period) as multiple working days with respect to Contract Time, even if those multiple shifts occur in a single 24-hour period.

If the Engineer approves the Contractor's written request and all conditions and/or restrictions the Engineer applies to that approval are acceptable by the Contractor, the Contractor shall be responsible for obtaining work hours and noise variances as required by Section 1-07.6. The Contractor shall apply to the City of Kirkland Planning and Building Department using <http://mybuildingpermit.com>. The Engineer can provide supporting documentation, as deemed appropriate by the Engineer, to the Contractor for submission with this application.

Unless otherwise indicated in the Contract Documents or indicated by the Engineer in writing, no claims for equitable adjustments of Contract will be allowed for review and approval time frames for the Contractor to obtain approval for requests to Work outside the approved working hours in this Section. No claims for equitable adjustments of the Contract will be allowed for requirements, including limitations, in approvals to work outside of the allowed working hours in this Section.

Approved Work outside the allowable working hours in this Section is subject to additional noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

### **Arterial Streets**

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

<b><i>STREET</i></b>	<b><i>FROM</i></b>	<b><i>TO</i></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)



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

Supplement this section with the following:

No excavating will be allowed after 3 PM unless the contractor agrees to pay the City for crew members' overtime and crew members accept.

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

Add the following new section:

**1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**

Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular Working Day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector will be present, and a survey crew may be required at the discretion of the Engineer. In such case, the Contracting Agency may deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time (based on 40 hours per week) costs for employees of the Contracting Agency required to work overtime hours.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

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

Add the following new section:

**1-08.0(4) Weekly Meetings**

The Contractor shall require field and office representatives to be present for Weekly Coordination Meetings with the City.

***(May 30, 2019 APWA GSP, Option B)***

**1-08.1 Subcontracting**

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

***(January 1, 2016 COK GSP)***

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.

**(January 1, 2016 COK GSP)**

**1-08.3 Progress Schedule**

Section 1-08.3 is supplemented with the following:

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.

**1-08.3(2) Progress Schedule Types**

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

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

Revise this section to read:

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

Add the following new Subsection:

**(January 1, 2016 COK GSP)**

**1-08.3(2)C Scheduling Review and Acceptance**

This Section is supplemented with the following:

The Contractor's schedule submittals will be reviewed by the Engineer; such review shall not constitute an approval, control or direction over the Contractor's construction means, methods, sequencing or its ability to complete the Work in a timely manner.

The initial schedule is referred to as the Preliminary Schedule. Upon receipt and acceptance by the Engineer, it is referred to as the Baseline Schedule. Monthly revisions are termed Update Schedules. If major delays require drastic revision to the schedule, it is referred to as the Recovery Schedule.

**1-08.3(3) Schedule Updates**

Add the following new Subsection:

**(January 1, 2016 COK GSP)**

**1-08.3(3)A Scheduling – Failure to Comply**

Failure by the Contractor to provide the required Preliminary Schedule information will result in a delay of the Engineer's issuance of a Notice-to-Proceed for the Contractor to begin work. Failure by the Contractor to provide the required monthly Update Schedules may result in either default termination or denial of partial or all progress payments until such time as the required schedule information is submitted, at the sole option of the Engineer. The 3-week look ahead schedule to is not considered Update Schedules or Recovery Schedules.

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

**1-08.4 Prosecution of Work**

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

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

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

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

***(January 19, 2022 APWA GSP, Option A)***

**1-08.5 Time for Completion**

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents

- c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

**(January 1, 2016 COK GSP)**

Section 1-08.5 is supplemented with the following:

This project shall be physically completed in its entirety within **85 working days**.

**(January 1, 2016 COK GSP)**

**1-08.9 Liquidated Damages**

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

Accordingly, the Contractor agrees:

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

**LIQUIDATED DAMAGES FORMULA**

For  $C > \$50,000 \rightarrow LD = 0.15 \times C \div T$ , and

For  $C \leq \$50,000 \rightarrow LD = 0.30 \times C \div T$ .

Where:

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

C = original Contract amount

T = original time for Physical Completion

**1-09 MEASUREMENT AND PAYMENT**

**1-09.2 Weighing Equipment**

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

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

Revise item 4 of the fifth paragraph to read:

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

**(January 1, 2016 COK GSP)**

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

**Trucks and Tickets**

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

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

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

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

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

**1-09.2(5) Measurement**

Revise the first paragraph to read:

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

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

**1-09.6 Force Account**

Supplement this section with the following:

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

**(December 10, 2020 APWA GSP)**

**1-09.7 Mobilization**

Delete this Section and replace it with the following:

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor which occur before 10 percent of the total original amount of an individual Bid Schedule is earned from other Contract items on that Bid Schedule. Items which are not to be included in the item of Mobilization include but are not limited to:

1. Any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.
2. Profit, interest on borrowed money, overhead, or management costs.
3. Any costs of mobilizing equipment for force account Work.

Based on the lump sum Contract price for "Mobilization", partial payments will be made as follows:

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that

- original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
  3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

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This section is supplemented with the following:

All costs for trimming and cleanup shall be considered incidental to the lump sum Contract price for "Mobilization" and will not be measured for separate payment.

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

**1-09.9 Payments**

Supplement this section with the following:

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

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

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

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

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

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

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

***(January 1, 2016 COK GSP)***

Supplement this section with the following:

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

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

***(November 30, 2018 APWA GSP)***

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

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

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

***(February 1, 2021 COK GSP)***

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

Delete this Section and replace it with the following:

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

***(January 19, 2022 APWA GSP)***

##### **1-09.13(3)A Arbitration General**

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

## **1-10 TEMPORARY TRAFFIC CONTROL**

### **1-10.2 Traffic Control Management**

*(September 7, 2021 WSDOT GSP)*

#### **1-10.2(1) General**

Section 1-10.2(1) is supplemented with the following:

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust  
27055 Ohio Ave.  
Kingston, WA 98346  
(360) 297-3035  
<https://www.nwlett.edu>

Evergreen Safety Council  
12545 135th Ave. NE  
Kirkland, WA 98034-8709  
1-800-521-0778  
<http://www.esc.org>

The American Traffic Safety Services Association  
15 Riverside Parkway, Suite 100  
Fredericksburg, Virginia 22406-1022  
Training Dept. Toll Free (877) 642-4637  
Phone: (540) 368-1701  
<https://altssa.com/training>

Integrity Safety  
13912 NE 20<sup>th</sup> Ave.  
Vancouver WA 98686  
(360) 574-6071  
<https://www.integritysafety.com>

US Safety Alliance  
(904) 705-5660  
<https://www.ussafetyalliance.com>

*(January 1, 2016 COK GSP)*

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

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

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



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Supplement this section with the following:

Traffic Control Plans shall provide detail on how existing driveway access will be maintained and how pedestrian and cyclist access to the Greenway on NE 75<sup>th</sup> St will be maintained throughout the duration of construction.

Road closures, limited to one block at a time along 126<sup>th</sup> Ave NE, shall be allowed subject to review by the City and provided that the closure and associated detour(s) are shown on an approved traffic control plan.

### **1-10.3 Traffic Control Labor, Procedures, and Devices**

#### **1-10.3(3) Traffic Control Devices**

*(April 18, 2018 COK GSP)*

#### **1-10.3(3)C Portable Changeable Message Sign**

Supplement this section with the following:

Two Portable Changeable Message Signs (PCMS) shall be provided for the duration of the project. Proposed locations shall be shown on Traffic Control Plan(s) submitted by the contractor. Contractor shall submit proposed message(s) to be displayed and receive approval by the Engineer prior to placement. Contractor is responsible for programming of the approved message into the PCMS('s), set-up, placement, and removal upon project completion.

### **1-10.5 Payment**

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

Supplement this Section with the following:

"Project Temporary Traffic Control", lump sum.

Costs for layout, installation, removal, and transport of project signage shall be included with the Contract lump sum price for "Project Temporary Traffic Control." This Bid item shall also constitute full compensation for all labor, tools, equipment, and materials necessary and incidental to maintaining temporary driving surface as required by Section 1-07.23(1) and traffic and pedestrian control as required throughout the project duration in compliance with the MUTCD including, but not limited to, reflective signage, barricades, lights, traffic cones, and temporary pavement markings. Providing a minimum of two (2) flaggers and one (1) Traffic Control Supervisor during all periods of construction activities, when required by the approved traffic control plan for the work, shall be included in the lump sum Bid item "Project Temporary Traffic Control". All costs to implement road closures and detours, as submitted by the Contractor and as approved by the City, shall be included in the lump sum price.

Providing, operating, maintaining and relocating as necessary two (2) Portable Changeable Message Signs from 7 calendar days prior to the start of construction and throughout the project duration shall be included in the lump sum Bid item "Project Temporary Traffic Control".

No separate payment will be made for preparation of the Traffic Control or Detour Plans. All costs for developing, updating, and implementing Traffic Control or Detour Plans shall be included in "Project Temporary Traffic Control".

No separate payment will be made for materials used to maintain temporary traffic that are not incorporated into the final improvements. Such materials shall be included in and considered incidental to "Project Temporary Traffic Control".

All costs for minimizing drop-offs and maintaining access to existing streets and driveways including but not limited to steel sheeting and channelization devices shall be included by the Contractor in the

lump sum Bid price for "Project Temporary Traffic Control". No additional or separate compensation will be allowed.

The Lump Sum bid item for "Project Temporary Traffic Control" shall cover the cost to provide temporary traffic control for each and every working day (the entire contract duration) allowed as defined in Section 1-08.5 of these Special Provisions. The total allowable working days defined for this contract includes sufficient time to complete all work associated with items paid as "Minor Change" and/or as other Force Account items. Should the Contractor complete the work in fewer working days than allowed the Contract Lump Sum item will be paid in full and shall be considered an incentive to the Contractor for early completion.

For additional working days approved via a change order for work that is not identified to be paid by force account, the daily cost for Project Temporary Traffic Control shall be determined by dividing the lump sum Contract price for "Project Temporary Traffic Control" by the original allowed contract working days as defined in Section 1-08.5 of these Special Provisions.

Payment for this item will be made on a prorated basis determined by the number of original allowed contract working days that have been counted. Payment shall not exceed the contract price bid for "Project Temporary Traffic Control" except as modified by executed change order.

**END OF DIVISION 1**

## **DIVISION 2 – EARTHWORK**

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

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#### **2-01.2 Disposal of Usable Material and Debris**

This section is supplemented with the following:

The Contractor shall dispose of all debris in accordance with Disposal Method No. 2 per Section 2-01.2(2).

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#### **2-01.2(2) Disposal Method No. 2 – Waste Site**

This section is supplemented with the following:

No waste site has been provided for the disposal of excess or excavated materials. The Contractor shall make his or her own arrangements for obtaining waste sites in accordance with Section 2-03.3(7)C of the Standard Specifications.

### **2-01.3 Construction Requirements**

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#### **2-01.3(1) Clearing**

This section is revised to read:

1. Fell trees only where noted on the Plans.
2. Leave standing and protect all trees, roots, and native growth that have not been identified by the Engineer for removal. Where roots extend into the improvement area and are in conflict with the proposed improvements, the Contractor shall adhere to section 8-01 of these specification, except as noted in item 3 below.
3. Removal of trees shall include removal of stumps and roots to 1-foot below existing or finished subgrade, whichever is lower.
4. Contractor shall take all necessary precautions to protect adjacent trees, utilities, and other improvements from damage.
5. Completely remove all existing stumps in conflict with proposed utilities, structures, walls and foundations, and all stumps called out for removal on the Plans.
6. Tree removal shall be performed in a manner that does not damage overhead utilities. The Contractor shall coordinate tree removal activities with the affected utility companies, including meeting all applicable requirements.

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

#### **2-01.3(4) Roadside Cleanup**

Delete Section 2-01.3(4) in its entirety and replace it with the following:

#### **2-01.3(4) Cleanup and Restoration**

From time to time throughout the progress of the work, the Contractor, when directed by the Owner's Representative, shall cleanup and remove all refuse and unwanted or unused materials resulting from the work, at the Contractor's expense. If the Contractor fails to do so within 24 hours after the request by the Owner's Representative, the work may be done by the City and the cost thereof be charged to the Contractor and deducted from monies due to the Contractor.

All cleanup shall be performed as specified in the various sections of these Specifications. Final cleanup shall be in accordance with Section 1-04.11.

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## **2-01.5 Payment**

This section is supplemented with the following:

All costs for clearing and grubbing work shall not be measured for payment and shall be incidental to the various bid items included in the proposal.

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

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### **2-02.1 Description**

This section is supplemented with the following:

This work shall consist of removing all materials noted in this section of the Special Provisions as well as any other materials designated for removal on the Plans or necessary for the construction of this project.

In general, the Contractor shall remove/dispose, relocate, or abandon existing items which are in conflict with the new improvements. Where not in conflict, or where not specified for demolition or removal, Contractor shall protect all private and public improvements.

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

Supplement this section with the following:

The Contractor shall coordinate with the Engineer the proposed location of all features to be relocated or realigned and mark the location in the field.

The Contractor shall remove fire hydrants as identified on the Plans and backfill the voids. If deemed usable by the Owner, castings shall be salvaged and returned to the Owner. The Contractor shall dispose of other structures. Existing water main valve boxes shall be totally removed, the holes backfilled and the existing surface restored in-kind after the old water main is abandoned.

All portions of abandoned utility systems that are in conflict with the proposed improvements shall be removed and disposed of. All existing water main to be abandoned shall have a ductile iron cap or concrete plug installed, as directed by the Engineer. The minimum length of the concrete plug shall be twice the pipe diameter.

All existing water services to be abandoned shall be cut and capped at the main unless the water main is being abandoned also. A brass plug shall be installed on the existing corporation stop. If the existing corporation stop is a "Hays" or "Mueller B Machine", the corporation stop shall be removed from the main and a repair band shall be installed.

Voids left by the removal of items shall be backfilled with CSTC and compacted to 95 percent of maximum density as specified in Section 2-03.3(14)D of the Standard Specifications.

In locations where construction activity has the potential of exposing nearby roots of trees not noted for removal, the Contractor shall notify the City Inspector prior to proceeding and shall exercise extreme caution. All demolition, trenching, and restoration activity in these areas shall be observed by the Inspector. Demolition activities shall be performed by means not involving large equipment such as backhoes or excavators that have the potential to damage roots. Shovels and other hand tools or a vactor truck shall be used to work around exposed roots. If root trimming is necessary, it shall be performed according to Section 8-01 of these Specifications and to the extent specified by the Inspector.

All material removed for the construction of the project which are not intended for reuse shall be hauled off-site to a legal disposal site by the Contractor, with the exception of materials specifically noted for salvage. The Contractor shall determine the requirements of his or her selected disposal

site related to accepting the material to be deposited on the site. Testing of the material by the disposal site or refusal of the site to accept the material shall not be the basis for additional payment or for an extension of the Contract time. The cost of all such requirements shall be included in the various Bid prices in the Proposal.

### ***Removal and Disposal of Asbestos Material***

Prior to performance of any contract work, the Contractor shall obtain all permits from and provide notification to, the Washington State Department of Labor and Industries, the Washington State Department of Ecology, the local clean air agency, and other permitting and regulatory agencies with jurisdiction over the work involving asbestos as the laws, rules, and regulations require.

Prior to commencing asbestos related work, the Contractor shall submit as a Type 1 Working Drawing any and all written verification of approvals and notifications that have been given and/or obtained from the required jurisdictional agencies. The Contractor shall include a schedule of activities for all work involving asbestos removal as part of the Type 1 Working Drawing. Asbestos related work shall also be shown on the Contractor's project progress schedule.

The Contractor shall designate a Washington State Certified Asbestos Supervisor (CAS), certified in accordance with WAC 295-65-012, to supervise the asbestos removal and to ensure that the handling and removal of asbestos is accomplished by certified asbestos workers, pursuant to Washington State Department of Labor and Industries standards. The Contractor shall ensure that the removal and disposal of asbestos meets the requirements of EPA regulation 40 CFR Part 61, local health department regulations, and all other applicable regulations.

The Contractor shall ensure the safety of all workers, visitors to the site, and the public in accordance with all applicable laws, rules, and regulations.

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

Supplement this section with the following:

The Contractor shall preserve and protect existing curb and gutter not required to be removed for installation of water service lines, hydrant runs and air-vac runs. Existing curb and gutter that is not required to be removed and that is damaged shall be removed and replaced at the Contractor's expense. Any void under the curb and gutter shall be backfilled with pea gravel or the curb and gutter shall be removed and replaced, as directed by the City Inspector. Pea gravel backfill will be considered incidental to the associated work and shall not be measured for separate payment. Water services, hydrant runs, and air-vac runs shall be excavated and Contractor shall remove and replace existing curb and gutter to the nearest expansion joint only as required for excavation. Curb and gutter replacement associated with water service, hydrant, and air-vac excavation will be paid under the "Cement Concrete Traffic Curb and Gutter" bid item.

Existing asphalt concrete pavement, sidewalk, driveway, or curbs shall be sawcut before commencing removal. These items shall be removed as required for construction, and to the limits approved by the Engineer. Pavement, sidewalk, and curb and gutter thickness, type, and extent may vary.

Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. All cuts shall be continuous, and shall be made with saws specifically equipped for this purpose. No skip cutting will be allowed. Existing sidewalk or curb and gutter shall be removed in full panel sections and removed or sawcut at expansion/contraction joints only unless noted otherwise on the Plans.

Any pavement, sidewalk, driveway, or curb and gutter that is damaged as a result of the Work, and not designated for removal as shown on the Plans or preapproved by the Owner, shall be repaired or replaced entirely at the Contractor's expense.

The length and location of cuts shall be preapproved by the Engineer before cutting of pavement, sidewalk, or curb and gutter.

Wheel cutting or jack hammering will not be considered an acceptable means of pavement, sidewalk, driveway, or curb and gutter "cutting," and will not be measured for payment.

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Add the following new sections:

#### **2-02.3(4) Salvage**

All salvageable materials not named in the Special Provisions, identified on the Plans, or otherwise identified by the Contracting Agency as City property shall become the property of the Contractor.

Salvage items shall be stockpiled and/or delivered to the Public Works Yard at no additional cost to the Contracting Agency.

#### **2-02.3(5) Adjust Utility to Finished Grade**

Existing utilities shall be adjusted to finished grade as noted in the Plans. The Contractor shall, prior to the beginning of any work, familiarize himself with the existing utility locations. Final adjustment shall be smooth and flush with finished grade. The Contractor shall mark the location of all utilities prior to paving the new surface.

Structures and appurtenances shall be adjusted to grade per City of Kirkland Standard Plans.

#### **2-02.3(6) Sawcutting**

All pavements, curbs, gutters, sidewalks, and other surfacing materials to be removed shall be sawcut unless noted otherwise on the Plans.

The Contractor shall be responsible for ensuring that special precautions are undertaken so that no concrete or concrete by-products, or products and by-products used in the sawcut of asphalt or concrete, are discharged into any storm drain or surface water system.

In accordance with the Department of Ecology guidelines, wastewater from Portland cement concrete, masonry, and asphalt concrete cutting operations shall not be discharged to storm drainage systems or surface waters. Cutting operations increase the pH of wastewater, therefore, filtering prior to discharge is NOT acceptable.

All wastewater shall be collected using a wet-dry vacuum or pumped into drums for disposal. Disposal of the waste liquid may be to soil or other porous surfaces away from storm drains and surface water, only if the Contractor collects and disposes of remaining sediment after water has filtered into soil or evaporated. Impervious surfaces contaminated with sediment and grit from cutting operations shall be cleaned by sweepers to prevent contaminants from entering the storm drainage system or surface waters when it rains.

Thoroughly clean sawcuts where necessary by the use of high pressure water (1,400 psi or greater).

Collection and disposal of wastewater shall be considered incidental to and included in the various bid items involved with the operation.

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#### **2-02.4 Measurement**

Supplement this Section with the following:

No specific unit of measure will apply to the lump sum item for "Abandon Water System".

Providing, placing, and compacting CSTC to fill voids when items are removed will be measured per Ton and paid per the Bid item "Crushed Surfacing Top Course".

Sawcutting will not be measured for payment and shall be considered incidental to the various bid items included in the proposal.

Removal of concrete sidewalk and curb and gutter will be measured and paid as described in Sections 8-04 and 8-14 of these special provisions.

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

#### **2-02.5 Payment**

Supplement this Section with the following:

"Abandon Water System", lump sum.

The lump sum Contract price for "Abandon Water System" shall be full compensation for all labor, materials, tools, and equipment necessary and incidental to the removal/abandonment of the water system, including but not limited to excavation; disposal/salvage of materials; plugging and capping mains and fire hydrant runs; cutting, removing, and disposing of existing Asbestos Cement (Asbestos Cement pipe as a hazardous waste) where exposed and/or in conflict with improvements; removal of existing fire hydrant assemblies and valves; installing blind flanges on existing hydrant tees, tees, and valves; removing/abandoning valve boxes, tees, services, meter boxes, and appurtenances as shown on the Plans or as required to complete the Work; capping corporation stops; and restoring the area to existing grade.

All other costs associated with the removal of structures are considered incidental and are included in the Bid item involved with the Work.

Payment for this item will be made as a percentage of the water main connections included in the bid that have been completed.

### **2-04 HAUL**

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

Add the following new section:

#### **2-04.2 Hauling on Other Than State Highways**

If the sources of materials provided by the Contractor necessitate hauling over roads other than City streets, the Contractor shall, at the Contractor's expense, make all arrangements for the use and cleaning, if necessary, of the haul routes.

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

#### **2-04.5 Payment**

Supplement this section with the following:

All costs associated with hauling materials of any description to, from, and within the project site shall be considered incidental and shall be included in the appropriate unit Bid prices in the Proposal and no further compensation will be paid.

## **2-06 SUBGRADE PREPARATION**

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### **2-06.3 Construction Requirements**

Supplement this Section with the following:

The subgrade must be suitable, as determined by the Engineer, prior to placement of crushed rock. All costs for protection of the subgrade, including replacing all material that becomes unsuitable while the subgrade is exposed, shall be incidental to the Contract and no additional compensation shall be made.

Preparation and compaction of the subgrade shall be considered incidental to the construction and all costs thereof shall be included by the Contractor in other pay items of the Contract. The subgrade shall be shaped and maintained to drain at all times during construction, including temporary ditches and modifications to drainage structures necessary to eliminate standing water on the subgrade.

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### **2-06.5 Measurement and Payment**

Supplement this Section with the following:

Subgrade preparation, maintenance, and protection will not be measured specifically for payment, but shall be considered incidental to other Bid items in the Contract.

## **2-07 WATERING**

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### **2-07.3 Construction Requirements**

Supplement this Section with the following:

The hauling and applying water for constructing subgrade, placing of crushed surfacing, dust control, and as the Engineer requires will be incidental to the various bid items and no additional compensation shall be considered.

Water for this project may be obtained from the City at the Public Works Yard, depending on availability and demand, at no cost to the Contractor. The City retains the exclusive right to operate all hydrants and valves; and if conditions warrant, the City can and may elect to restrict the use, amount, time, and location of the water source to best comply with the City's own needs. The Contractor shall provide backflow devices and a meter as required by the City. All costs for the equipment used shall be at the Contractor's expense. The Contractor shall apply at the City Public Works Department for a permit to use the City's fire hydrants prior to using any water for dust control or street cleaning.

Water placement includes that required for dust control while excavating for the street or the installation of the utilities, for processing and compacting the subgrade, and for dust control between the time of subgrade preparation and the placing of ATB/asphalt.

## **2-09 STRUCTURE EXCAVATION**

### **2-09.3 Construction Requirements**

#### **2-09.3(1) General Requirements**



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

**2-09.3(1)D Disposal of Excavated Material**

Delete Section 2-09.3(1)D and replace with the following:

All material removed as excavation shall be disposed of off-site at a legal disposal site. No material shall be re-used on the project site without prior written approval by the Engineer.

All costs associated with hauling and disposing of excavated material shall be considered incidental to the various Bid items and no additional compensation shall be considered.

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Add the following new Section:

**2-09.3(1)G Trench Dewatering**

All “normal trench dewatering” work associated with maintaining a trench suitable for structure installation and pipeline construction will be incidental and included in the other items of work.

“Normal trench dewatering” is defined as dewatering methods occurring in or directly adjacent to the trench, including trash pumps, sump pumps, or other methods in the excavated areas. Normal trench dewatering does not include a dewatering system such as well points, well screens, or deep wells.

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**2-09.3(3)D Shoring and Cofferdams**

Supplement this Section with the following:

The Contractor shall have the option of using a “slip box” in lieu of shoring. Use of the “slip box” does not constitute an endorsement of safety by the City or the Engineer. The Contractor shall be solely responsible for the safety of all construction operations.

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**2-09.3(4) Construction Requirements, Structure Excavation, Class B**

Supplement this section with the following:

Where excavation equals or exceeds a depth of 4 feet, the Contractor shall provide, construct, maintain, and remove as required, safety systems that meet the requirements of the Washington Industrial Safety and Health Act, RCW 49.17, including WAC 296-155. The trench safety systems shall be designed by a qualified person and meet accepted engineering requirements (see WAC 296-155-660).

The Contractor shall furnish, install, and operate all necessary equipment to keep excavations above the foundation level free from water during construction and shall dewater and dispose of the water so as not to cause injury to public or private property, damage to the storm system, or nuisance to the public. Sufficient pumping equipment in good working condition shall be available at all times for all emergencies, including power outage, and the Contractor shall have available at all times competent workmen for the operation of the pumping equipment.

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**2-09.4 Measurement**

Supplement this section with the following:

No measurement will be made for any class of structure excavation. Structure excavation shall be considered incidental to the improvement being installed.

No specific unit of measurement shall apply to the lump sum item of “Shoring and Trench Safety”.

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## **2-09.5 Payment**

Supplement this section with the following:

“Shoring and Trench Safety”, lump sum.

The lump sum Contract price for “Shoring and Trench Safety” shall be full compensation for all labor, tools, equipment, and materials necessary or incidental to designing, furnishing, installing, and removing shoring systems. When extra excavation is used in lieu of constructing shoring, cofferdam, sheet piles, or caisson, the lump sum contract price shall be full pay for all excavation, backfill, compaction, and other work required for Extra Excavation Class B.

Payment for this item will be made as a percentage of the water main pipe included in the bid that has been installed. No payment shall be made if shoring or equivalent safety measures are not used when required.

## **2-11 TRIMMING AND CLEANUP**

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### **2-11.1 Description**

Supplement this section with the following:

During construction, and upon completion of the work, the Contractor shall thoroughly comb and search the surrounding area and remove any construction material thrown or discarded amongst the trees, bushes, ditches, etc., such as paint cans, cartons, broken pipe, pavement pieces, paper, bottles, etc., and shall tidy up the surrounding general area to make it neat in appearance, including removal of debris that may or may not have been deposited by Contractor’s operation.

Paved surfaces, existing and new, shall be thoroughly cleaned (i.e. by vacuum street sweeper) upon completion of work within the area, and shall require daily cleaning if dust or mud exists. Prior to job acceptance, all streets shall be clean.

### **2-11.3 Construction Requirements**

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Add the following new subsections:

#### **2-11.3(1) Routine Cleaning**

##### **General**

1. Retain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage or traffic, and providing protection.
2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for this work.
3. At least once a week, and more often if necessary or as directed by the Construction Inspector, the Contractor shall completely remove all scrap, debris, and waste material from the project site.
4. Provide adequate storage for all materials awaiting removal from the project site, observing all requirements for fire protection and protection of the environment.

##### **Site**

1. Daily and more often if necessary or as directed, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage until it can be disposed of.

2. Weekly, and more often if necessary or directed, inspect all arrangements of materials stored on the site, restack, tidy, or otherwise service all arrangements to meet the requirements above.
3. Maintain the site in a neat and orderly condition at all times so as to meet the approval of the Owner.

#### **2-11.3(2) Final Cleaning**

Prior to final inspection, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste.

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#### **2-11.4 Measurement**

Delete this section and replace with the following:

Trimming and cleanup shall be considered incidental to the lump sum Contract price for "Mobilization" and will not be measured for separate payment.

**END OF DIVISION 2**

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## **DIVISION 3 – AGGREGATE PRODUCTION AND ACCEPTANCE**

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

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#### **3-01.4 Contractor Furnished Material Sources**

Supplement this section with the following:

No source has been provided for any imported materials necessary for construction.

The Contractor shall make arrangements to obtain the necessary materials at no expense to the City, and all costs of acquiring, producing, and placing this material in the finished work shall be included in the unit Contract prices for the various items involved.

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#### **3-01.6 Payment**

Supplement this section with the following:

All costs of any work required under Division 3 shall be incidental to and included in the unit contract prices for the various items in the Proposal.

**END OF DIVISION 3**

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## **DIVISION 4 – BASES**

### **4-04 BALLAST AND CRUSHED SURFACING**

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#### **4-04.1 Construction Requirements**

Supplement this section with the following:

Crushed Surfacing Top Course shall be placed in trench as backfill; beneath pipes as bedding; beneath HMA for trench restoration; and beneath sidewalks, driveways, and curbs, and as shown on the Plans and in the City of Kirkland Standard Details.

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#### **4-04.4 Measurement**

Supplement this section with the following:

“Crushed Surfacing Top Course” will be measured by the ton based on certified truck tickets supplied by the Contractor to the Project Engineer (or Representative) at the end of each Working Day. To be counted for payment tickets must be provided on the Working Day the material was delivered. Ticket totals shall not be accepted in lieu of individual certified truck tickets. Tickets will be accepted for payment after the end of each Working Day only when prior arrangements have been made with the Project Engineer (or Representative).

Crushed surfacing material used for temporary purposes, including but not limited to driving surfaces, will not be measured for payment unless it is incorporated into construction of the final improvements as required by the Plans.

Should the Contractor not prepare subgrade to the correct line and grades and crushed surfacing materials are placed in excess of the depths required by the Plans, the excess depth will not be measured for payment. The crushed surfacing in these areas will instead be measured by neat line to be converted to tons for deduction in quantities accepted based on the certified truck tickets.

Water used in placing and compacting surfacing materials shall be considered incidental to the material being placed.

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#### **4-04.5 Payment**

Supplement this section with the following:

“Crushed Surfacing Top Course”, per ton.

The contract Bid price for “Crushed Surfacing Top Course” shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work as defined in the Plans, Standard Specifications and these Special Provisions. Work elements shall include, but not be limited to procuring, hauling, placing, grading, and compacting crushed surfacing material.

**END OF DIVISION 4**

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## DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS

*(July 18, 2018 APWA GSP)*

Delete Section 5-04 and all amendments and replace it with the following Section 5-04:

### **5-04 HOT MIX ASPHALT**

#### **5-04.1 Description**

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

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

#### **5-04.2 Materials**

Materials shall meet the requirements of the following sections:

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

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

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

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

the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

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

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

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

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

#### **5-04.3 Construction Requirements**

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Supplement the APWA GSP section with the following:

Temporary asphalt patches shall not exceed 2" depth unless explicitly approved by the City. The Contractor shall maintain all temporary asphalt patches as directed by the City and at no additional cost to the City.

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

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

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

#### Minimum Surface Temperature for Paving

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

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

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

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

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

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

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Replace the last paragraph of the section 5-04.3(2) APWA GSP with the following:

All costs in connection with performing the Work in accordance with these requirements shall be included in the unit Contract prices for the various Bid items involved in the Contract. All costs for installing, maintaining, and removing temporary pavement markings shall be included in the lump sum Contract price for the "Project Temporary Traffic Control" bid item.

#### 5-04.3(3) Equipment

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

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location

near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
  - a. A mechanical sampling device attached to the HMA plant.
  - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

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

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

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

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

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

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

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be

provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

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

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

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

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

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

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

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

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

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

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

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

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

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

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

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

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified

asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

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

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

When the Proposal includes a pay item for crack sealing, seal all cracks  $\frac{1}{4}$  inch in width and greater.

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

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

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

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

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

1. Cracks  $\frac{1}{4}$  inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

#### **5-04.3(7) Spreading and Finishing**

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class ¾" and HMA Class ½"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

#### 5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

#### 5-04.3(9) HMA Mixture Acceptance

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

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

#### HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

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

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. **Aggregates** – 2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

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

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

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

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

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

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

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

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

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

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

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

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency,  $V_a$ . The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

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

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

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

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

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

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

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

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

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

approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

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

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

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

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

### **Test Results**

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

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

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

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

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

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

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

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

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

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

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

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

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

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

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

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

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

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

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



either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than  $\frac{1}{8}$  inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than  $\frac{1}{4}$  inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

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

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

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

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

**(April 20, 2012 COK GSP)**

Supplement this section as follows:

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

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

Deviations in excess of the above tolerances that result in a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Project Engineer, will not produce satisfactory results will be removed and replaced at the contractor's expense.

When Portland cement concrete pavement is to be placed on HMA, the surface tolerance of the HMA shall be such that no surface elevation lies above the plan grade minus the specified plan depth of Portland cement concrete pavement. Prior to placing the Portland cement concrete pavement, any such irregularities shall be brought to the required tolerance by grinding or other means approved by the Project Engineer.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the roadway shall be paved before the utility appurtenances are adjusted to the finished grade.

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

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

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

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

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

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

any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

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

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

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

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

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

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

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

Should such metal be identified, promptly notify the Engineer.

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

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

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

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

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, unless otherwise specified by the Contract Documents or approved by the Engineer in writing, the Contractor shall comply with the following:

1. Intersections:
  - a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply

with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
  - c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
  - d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
  - e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
  3. Permanent pavement marking must comply with Section 8-22.

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

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

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

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

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

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.

5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

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

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

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

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

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

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

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

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

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

Replace the APWA GSP section with the following:

The HMA bid items paid per ton below will be measured by the ton based on certified truck tickets supplied by the Contractor to the Project Engineer (or Representative) at the end of each Working Day. Ticket totals shall not be accepted in lieu of individual certified truck tickets. Tickets will be accepted for payment after the end of each Working Day only when prior arrangements have been made with the Project Engineer (or Representative).

"HMA Cl. ½ In. PG 58H-22 Permanent Patch" and "HMA Cl. ½ In. PG 58H-22 Temporary Patch" will be measured by the ton in accordance with Section 1-09.2, with no deductions made for the weight of asphalt binder, blending sand, mineral filler, or any other component of the HMA. HMA placed in excess of ¼-inch over that shown or described in the Plans will be measured by neat line and converted to tons. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Both temporary and permanent HMA for patches will only be paid once at each location where necessary to complete the work as shown or as directed by the engineer. Should the Contractor remove and replace asphalt patch because of their means and methods, asphalt used to replace the patch shall be measured, converted to tons, and subtracted from any asphalt paid under bid item on the same ticket.

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

Replace the APWA GSP section with the following:

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

"HMA Cl. ½ In. PG 58H-22 Temporary Patch", per ton.



The unit contract price for “HMA Cl. ½ In. PG 58H-22 Temporary Patch” shall be full compensation for all labor, materials, tools and equipment necessary to provide temporary asphalt patch including, but not limited to cleaning and preparing edges, furnishing and applying tack coat to existing pavement surfaces, placing and compacting HMA, and removing temporary asphalt patch. It shall also include the cost of temporary and final adjustments of all existing and new castings to grade unless a specific bid item has been listed in the proposal for this work. All temporary HMA patches shall be placed over compacted CSTC which shall be paid under the “Crushed Surfacing Top Course” bid item.

“HMA Cl. ½ In. PG 58H-22 Permanent Patch”, per ton.

The unit contract price for “HMA Cl. ½ In. PG 58H-22 Permanent Patch” shall be full compensation for all labor, materials, tools and equipment necessary to provide permanent HMA patches including, but not limited to, removing asphalt, cleaning and preparing edges, furnishing and applying tack coat to existing pavement surfaces, placing and compacting HMA, testing, sealing edges and providing sand over seal where roadway will not be overlaid. This includes paving of areas over the trench (including a 1-foot minimum T-cut on each side), areas of pavement adjacent to the trench required to be removed by the Inspector in order to provide a clean edge, and additional areas of pavement the City identifies to be replaced as shown on the plans and as directed during construction. It shall also include the cost of temporary and final adjustments of all existing and new castings to grade unless a specific bid item has been listed in the proposal for this work. Permanent asphalt patch depth shall be as shown on the plans. All permanent HMA patches shall be placed over 4” of compacted CSTC which shall be paid under the “Crushed Surfacing Top Course” bid item.

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Supplement this Section with the following:

#### **Asphalt Cost Price Adjustment**

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

“HMA Cl. ½ In. PG 58H-22 Temporary Patch  
“HMA Cl. ½ In. PG 58H-22 Permanent Patch”

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish asphalt binder reference costs twice each month and post the information on the Agency website at: <https://wsdot.wa.gov/business-wsdot/how-do-business-us/public-works-contracts/payments-reporting/asphalt-binder-reference-cost>. The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

Price adjustments will be calculated one time per month. No price adjustment will be made if the Current Reference Cost is within +/-5% of the Base Cost. Reference costs for projects located in Eastern versus Western Washington shall be selected from the column in the WSDOT website table labeled “Eastern”, or “Western”, accordingly. The adjustment will be calculated as follows:

If the reference cost is greater than or equal to 105% of the base cost, then  
Asphalt Cost Price Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then Asphalt Cost Price Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where: Current Reference Cost is selected from the website table based on the "Date Effective" that immediately precedes the current month's progress estimate end date. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted.

Base Cost is selected from the website table based on the "Date Effective" that immediately precedes the contract bid opening date, and shall be a constant for all monthly adjustments.

Q = total tons of all classes of HMA paid in the current month's progress payment.

"Asphalt Cost Price Adjustment", by calculation.

"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor

#### **END OF DIVISION 5**

## **DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS**

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Add the following new Section:

### **7-00 GENERAL MATTERS**

#### **7-00.1 General**

For the convenience of the Contractor the Plans show approximate locations of various existing utilities and other obstructions. This information, if shown, has been obtained from best available records and cannot be guaranteed accurate. The Contractor shall diligently check for interferences with existing utilities ahead of his or her work including exploration in advance of excavation. The Contractor is further alerted to the provisions of RCW 19.122 and his or her responsibilities by performing excavation required by the Contract Documents and Standard Specifications.

### **7-02 CULVERT PIPE**

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#### **7-02.1 Description**

Supplement this Section with the following:

This work also consists of installing culvert pipe to temporarily extend existing culverts at locations directed by the engineer.

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#### **7-02.2 Description**

Supplement this Section with the following:

Culvert pipe shall be Advanced Drainage Systems N-12 polypropylene pipe or approved equal. Pipe diameter shall match the existing culvert pipe to which the pipe is being connected.

Couplers for connections between new culvert pipe and existing culvert pipe shall be appropriate for the pipe types being coupled and shall be manufactured by Fernco or approved equal.

#### **7-02.3 Construction Requirements**

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#### **7-02.3(1) Placing Culvert Pipe – General**

Supplement this Section with the following:

Culvert pipe shall be covered by a minimum of 4" of topsoil.

Existing culvert pipe at connections to new culvert pipe shall be cut square to provide a clean plain end for connection to the new culvert pipe.

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#### **7-02.4 Measurement**

Supplement this Section with the following:

"Culvert Pipe (As Necessary)" shall be measured per linear foot along the horizontal centerline of the pipe installed, regardless of pipe diameter.

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#### **7-02.5 Payment**

Supplement this Section with the following:

“Culvert Pipe (As Necessary)”, per linear foot.

The unit price for “Culvert Pipe (As Necessary)” shall be full compensation for all labor, tools and materials necessary to install temporary culvert pipe to extend existing culverts as shown on the plans or as directed by the City Inspector including but not limited to excavation, haul, and disposal of existing soil; cutting, removing, hauling, and disposing of existing culvert pipe; procurement and installation of culvert pipe and couplers; procurement, placement, and compaction of topsoil.

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

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#### **7-05.1 Description**

Supplement this Section with the following:

This work also consists of replacing existing catch basin and manhole castings as shown on the plans and as directed by the City.

#### **7-05.3 Construction Requirements**

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#### **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

Supplement this Section with the following:

Existing storm and sewer structures within improvements shall be adjusted to finished grade where noted on the Plans. Final adjustment shall be smooth and flush with finished grade. The Contractor shall mark the location of all utilities prior to paving the new surface.

Existing castings shall be inspected by the Owner prior to reuse. Materials in good condition shall be reset in a careful and workmanlike manner to conform to the new grade. Contractor shall remove, dispose of, and replace materials determined to be unsatisfactory, non-City standard, or in poor condition with new materials provided by the Owner unless a specific bid item has been included in the proposal for the Contractor to provide the new material. Any damage occurring to the catch basins due to the Contractor's operations shall be repaired at the Contractor's own expense. All covers and frames to be reused shall be thoroughly cleaned. The Contractor shall be responsible for referencing and keeping a record of such references of all catch basins encountered and shall submit a copy of these references to the Engineer.

The adjustment section, joints, and other penetrations shall be grouted inside and out to provide a water-tight seal.

Bricks will only be allowed for adjustment where a full concrete adjustment ring cannot be used.

Catch basins and manholes shall be adjusted to finished grade in conformance with City of Kirkland Standard Plan CK-D.11.

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#### **7-05.5 Payment**

Supplement this Section with the following:

“Replace Existing Catch Basin Casting”, per each.

“Replace Existing Storm Manhole Casting”, per each.

“Replace Existing Sewer Manhole Casting (As Necessary)”, per each.

The unit price for “Replace Existing Catch Basin Casting”, “Replace Existing Storm Manhole Casting”, and “Replace Existing Sewer Manhole Casting (As Necessary)” shall be full compensation for all labor, tools and materials necessary to replace existing castings as shown on the plans or as directed by the City Inspector including but not limited to excavation; removal and disposal of existing casting and excavated material; procurement and installation of new casting per the city standard, interim adjustments required, and adjustment to grade after the final lift of HMA is placed. HMA used for asphalt patching at casting adjustments shall be paid under the unit price for the asphalt bid items included in the contract.

## **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**

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### **7-07.3 Construction Requirements**

Supplement this section with the following:

The City shall direct the Contractor to clean existing drainage structures as necessary when the Contractor’s activities result in rock, asphalt, dirt, or debris entering drainage structures within and adjacent to the project.

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### **7-07.5 Payment**

Delete this Section and replace with the following:

All costs associated with cleaning existing drainage structures shall be considered incidental to and included in other Bid items.

## **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

### **7-08.3 Construction Requirements**

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#### **7-08.3(1)B Shoring**

Supplement this Section with the following:

Shoring design shall be the responsibility of the Contractor. No direction regarding methods, means, or materials is implied within the Bid Documents.

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#### **7-08.3(3) Backfilling**

Supplement this Section with the following:

Select trench backfill material shall be:

Crushed Surfacing Top Course 9-03.9(3)

## **7-09 WATER MAINS**

### **7-09.1 Descriptions**

#### **7-09.1(1) Definitions**

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#### **7-09.1(1)A Trench Widths**

Supplement this Section with the following:

No payment will be made for trench backfill or restoration which is outside trench limits (maximum pay limits) as indicated on the Plans, Standard Plans, or specified herein. Excavation and trench backfill outside the trench limits will be considered to be done at the sole benefit of the Contractor.

Maximum trench widths shall be as follows:

- 30" or less for 6" and smaller diameter pipe
- 36" for 8" diameter pipe
- 42" for 12" diameter pipe
- O.D. plus 30" for pipe larger than 12" nominal diameter

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#### **7-09.2 Materials**

Supplement this Section with the following:

Material(s) shall meet the requirements as supplemented herein. All materials shall be as specified on the Plans and in the City of Kirkland's standard details, unless otherwise specified herein.

##### **Ductile Iron Pipe**

All Ductile Iron Pipe shall be Class 52 with push-on type rubber gasketed joints and conforming to AWWA C151 and AWWA C111. The pipe and fittings shall be cement lined and scaled in accordance with AWWA C104. Fittings for ductile iron pipe shall meet the requirements of AWWA C110 or AWWA C153.

##### **Fittings**

All water main fittings shall be ductile iron conforming to the requirements of Section 9-30.2(1) and shall be installed with appropriate thrust blocking per Section 7-9.3(21) and City of Kirkland Standard Plans CK-W.02 & CK-W.03. Thrust blocking is required regardless of the use of restrained joints.

Following assembly, all fitting nuts, bolts, exposed threads, and shackle rods shall be treated with two field coats of asphalt varnish, or other suitable material as approved by the Engineer.

Joint restraints are to be mechanical joint retainer glands, manufactured from ductile iron to a minimum 60-40-12 grade. Set screws are to be manufactured from AISI 4140 steel, case and core hardened, unplated. Screws are to have breakable automatic torque caps. All sizes must be UL listed and meet all specifications of AWWA/ANSI C 111/A21 11-80 where applicable. Retainer glands are to be Auto-Tork as manufactured by Standard International or approved equal.

Couplings for connections between all new ductile iron (DI) and existing asbestos cement (AC) pipes shall be Romac XR501 extended range coupling or approved equal.

##### **Trench Backfill**

Crushed Surfacing Top Course shall be used for all backfill. CSTC shall meet the requirements of Section 9-03.9(3).

### **7-09.3 Construction Requirements**

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#### **7-09.3(4) Removal of Existing Street Improvements**

Supplement this Section with the following:

Curbs, driveways, and sidewalks shall be removed as necessary to install the improvements as shown on the Plans. Where possible, connections to existing lateral mains shall be made within the roadway prism without disturbing existing adjacent improvements.

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#### **7-09.3(5) Grade and Alignment**

Supplement this Section with the following:

The water main profiles, where shown on the Plans, shall be followed unless utility conflicts arise. Adjustment in depth to avoid conflicting utilities shall be accomplished by either deflecting the pipe at the joints in conformance with manufacturer's recommendations or by the use of vertical bends and thrust blocking. The Contractor shall lay the pipe at grades that prevent localized high points. All costs associated with adjustments in depth up to 12-inches different than shown on the plan and profile sheets shall be considered incidental to other items in the contract and no additional payment will be made.

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#### **7-09.3(6) Existing Utilities**

Supplement this Section with the following:

The Contractor shall comply with the General Notes section of the Plans.

The Contractor shall anticipate the potential for crossing over or under an occasional shallow existing side sewer that is not part of the one-call utility locate. If such a side sewer is encountered, the Contractor shall immediately notify the Owner's on-site representative and then take the necessary steps to determine whether or not the side sewer is active. If a side sewer is damaged by construction activity, the Contractor is responsible for repairing the side sewer. All costs associated with determining the viability and repair of the existing side sewer shall be considered incidental to the cost of the water pipe and fittings being installed and no additional payment will be made.

The contractor shall coordinate construction with Puget Sound Energy (PSE) prior to excavation near gas mains. The PSE representative shall (at a minimum) be onsite for construction around 4" diameter and larger and/or high pressure gas mains. Provide sand bedding per PSE requirements. Sand bedding shall be incidental to the cost of the water pipe and fittings being installed and no additional payment will be made.

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Add the following new subsection:

#### **7-09.3(6)A Potholing**

The Contractor shall review the Plans and locate markings in the field to determine where possible conflicts may exist and shall pothole at these locations to determine the exact horizontal and vertical location of the existing utility.

If a conflict should exist, the Engineer shall be notified prior to any change in water line grade. The Contractor shall also pothole the connection points to existing mains to verify the size, material, depth and location of the existing main prior to procuring fittings. All costs associated with adjustments in depth to avoid conflicts with existing utilities shall be considered incidental to the cost of the water pipe and fittings being installed and no additional payment will be made.

The Contractor shall pothole existing utilities and connection points a minimum of 200 feet ahead of water main construction. At connection points the Contractor shall pothole to verify the size, material, depth and location of the existing main. If the existing main is asbestos cement (AC) pipe the Contractor shall obtain an outside measurement of the pipe in order to procure the appropriately sized coupling and gasket for connection.

The Engineer shall approve the potholing prior to the Contractor performing the potholing. Potholing performed without prior approval from the Engineer will not be measured for payment. See Section 1-07 herein for potholing measurement and payment.

Should the Contractor fail to pothole in advance of the connection point as described above and a conflict exists, the Contractor will be required to remove and replace pipe to a distance of up to 200 feet back from the connection point at the Contractors expense.

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#### **7-09.3(7) Trench Excavation**

Supplement this Section with the following:

Prior to excavation, the Contractor's personnel responsible for making the water service connections must contact the Public Works Inspector and City Water Department for coordination.

Prior to excavation through asphalt concrete pavement or cement concrete pavement, the pavement shall be sawcut or planed (mainline only, at the Contractor's option) along a straight line, removed, and disposed of. If the sawcut or planed edge is damaged during Contractor operations or raveling of the pavement occurs during construction, the Contractor shall provide a clean sawcut line prior to final paving. All costs associated with additional sawcutting or planing to achieve a clean pavement edge (after the initial sawcut or planing) shall be considered incidental to the cost of the water pipe and fittings being installed and no additional payment will be made.

Multiple cuts within overlapping removal areas will not be measured for payment.

The Contractor shall provide all materials, labor, and equipment necessary to adequately shore trenches to provide safe working conditions in the trench and protect existing property, utilities, pavement, and any other improvements. The Contractor may use any method of shoring that complies with all local, state, and federal safety codes. The Contractor alone shall be responsible for worker safety; the Owner and its agents assume no responsibility. Damages resulting from improper shoring or failure to shore shall be the sole responsibility of the Contractor. Shoring below the pipe will not be removed if, in the opinion of the Engineer, such removal will disturb the pipe bed.

The length of open water line trench shall not exceed fifty (50) feet in advance of pipe laying. The maximum trench width shall be as indicated on the Plans, Standard Plans, or specified herein.

All costs associated with dewatering of the trenches and excavations shall be included in the linear foot cost of pipe installed.

All traffic lanes shall be opened to traffic at the end of each work shift, open trenches will not be allowed to remain.

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Add the following new Subsection:

#### **7-09.3(7)D Hazardous Waste Training**

Construction crews working with excavated soils shall have successfully completed a 40-hour training class in safety requirements for working with hazardous materials (asbestos).



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**7-09.3(8) Removal and Replacement of Unsuitable Materials**

Supplement this Section with the following:

All material removed from the trench shall be hauled to a disposal site provided by the Contractor unless otherwise directed by the Owner's field inspector.

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**7-09.3(9) Bedding the Pipe**

Replace the first sentence of this Section with the following:

CSTC backfill for pipe zone bedding shall be as specified on the Plans and in the Standard details.

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**7-09.3(10) Backfilling Trenches**

Supplement this Section with the following:

Backfill shall be Crushed Surfacing Top Course as described in Section 7-08.3(3) herein.

An Ethafoam pad shall be placed between the new water main and any existing utilities within 12-inches of the new water main. Water and sewer spacing shall comply with the City of Kirkland Standard Plan No. CK-S.02. Backfilling operations shall conform to AWWA C-600.

Excavations will not be allowed to remain open during non-working hours. All open excavation shall be backfilled and covered with HMA or covered with steel plates with appropriate traffic warning signs. Steel plates used to cover open trenches within the roadway shall not be allowed to remain in place during non-Working Days if within one hundred (100) feet of any intersection as measured from the mainline stop bar. Steel plates shall be ramped with HMA or cold mix asphalt to provide a smooth transition. Steel plates shall be secured in place by pinning or another approved method and shall be shimmed to minimize noise under traffic.

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**7-09.3(11) Compaction of Backfill**

Supplement this Section with the following:

Backfill shall be compacted to 95 percent of maximum dry density using the modified proctor test in accordance with ASTM D1557.

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Add the following new Subsection:

**7-09.3(11)A Compaction Testing**

The Contractor shall excavate to depths and locations when and as directed by the Engineer to allow for compaction tests. Shoring shall be supplied by the Contractor at no expense to the Owner. The City will provide all compaction testing services. The Contractor shall supply all required traffic control at no additional cost to the Owner.

A minimum of 500 linear feet of trenching shall be completed prior to requesting compaction testing. The Contractor will be required to excavate up to 3 feet below subgrade and provide access to bottom of excavation for compaction testing at locations as directed by the Engineer.

Any areas that fail to meet compaction requirements shall be re-tested at the expense of the Contractor. The amount of said expenses shall be computed and determined on the basis of an itemized schedule of engineering, inspection, and testing charges determined for the actual hours of labor taken to retest said area.

No permanent paving will be allowed until trench compaction has been tested and accepted.

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**7-09.3(12) General Pipe Installation**

Supplement this Section with the following:

Where water main passes under existing storm or sewer, install a full stick of water main pipe centered on the crossing so that joints along the waterline are as far as possible from the crossing.

Unless otherwise directed by the City, the Contractor shall pre-dig for all water main connections the day before the connection, properly shore the excavation, secure excavation as necessary including covering with steel sheets. All tools, equipment, and materials necessary to cut and drain the existing pipe, make the connection, disinfect the installed pipe, and complete the work as described in the Specifications and as shown on the Plans shall be on site at least 24 hours prior to the water shutdown for the connection.

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**7-09.3(13) Handling of Pipe**

Supplement this Section with the following:

The "stringing" of pipe is prohibited. The Contractor shall only lay out the length of pipe that will be installed during that day's work shift. No pipe shall be temporarily placed where it will prohibit access to any driveway in anyway, except where the trenching is directly in front of a driveway. Under no circumstances should the pipe be dragged across the ground surface during handling of the pipe.

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**7-09.3(19)A Connections to Existing Mains**

Supplement this Section with the following:

Testing and flushing the new water main and connections to existing mains must meet the following schedule and criteria:

It shall be the Contractor's responsibility to notify the City of Kirkland Department of Public Works two (2) Working Days in advance of scheduling the filling and flushing of the new water main.

New water mains shall be filled, flushed, and pressure tested with the City's construction inspector/observer present.

After achieving a successful pressure test, the new water main must be flushed and purity samples taken within 48 hours or as approved by Engineer.

After the new water main has been flushed and acceptable purity samples have been taken it must be connected to the existing system within seven (7) days.

No permanent connections to the existing system shall be made until the new water main has been tested and approved by the Engineer. No temporary connections of the untested, unapproved new water main to the existing system shall be made without the installation of a double check valve assembly between the new water main and existing system.

The Contractor shall contact City of Kirkland Department of Public Works five (5) Working Days prior to any work requiring the shutdown of existing water mains. Shutdowns will be scheduled from Monday through Thursday.

The Contractor is required to give two (2) Working Days' notice to all customers affected by a water main shutdown. Notices and maps of the affected area will be provided by City of Kirkland Water Division after acceptable purity test results are obtained. The Contractor shall be responsible for filling in the required information and distributing the door hanging notices.

A maximum of one system connection shall be scheduled per day unless multiple connections are advantageous to the water system and have been approved by the City Water Department.

The City Water Department will be responsible for all tasks involved with shut-off and turn-on of the existing water mains. Unless directed otherwise by the Engineer, the Contractor shall not operate existing water system valves or fire hydrants.

Each connection shall be made in compliance with the Plans. Connections to existing mains shall comply with the requirements for maintaining service as described herein.

The Contractor shall be aware that some existing water facilities are known to contain asbestos cement pipe. The Contractor will conduct all work related to existing asbestos cement pipe in strict accordance with current WISHA safety regulations and provisions contained within WAC 296-62-077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Contractor. Removal of existing asbestos cement pipe from the ground, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Contractor will be responsible for all associated fees and permits required for asbestos removal and disposal. The Contractor shall provide work crews with proper protective clothing and equipment.

Connections shall be less than one pipe length unless otherwise approved by the Engineer; using the "bell end" or a "wedding band" is not permitted.

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#### **7-09.3(19)B Maintaining Service**

Revise this Section as follows:

Water service shall be maintained as described on the Plans and as follows:

Prior to commencement of any work on a connection to an existing water main, the Contractor shall assemble all materials, equipment, and labor necessary to properly complete the work. All tie-in materials to the existing water system shall be on-site by 3:00 p.m. of the day prior to the connection. A maximum of one system tie-in shall be permitted per Working Day. Once the water has been shut off, the Contractor shall diligently pursue the connection to completion so that the time required for the shut-off will be held to a minimum. All connections to existing water mains shall be completed the same day that they are started. The Contractor shall time his or her operations so that the water will not be shut off overnight, over weekends, or during holidays.

The existing water mains are intended to remain in service until testing and disinfecting have been approved by the City and until all water service connections have been transferred. If, due to the Contractor's actions, the existing water system fails to provide service to adjacent residences and businesses, then the Contractor shall provide temporary service to the affected residences and businesses. Furthermore, the temporary services, if required, shall be approved by the Engineer prior to installation. All costs of providing and maintaining temporary service for the necessary time durations shall be completely borne by the Contractor. Should the Contractor neglect or needlessly delay in the pursuit of this work item, the City may at its discretion dispatch crews to remedy the situation and deduct all costs associated with the employment of their crews from moneys owed the Contractor.

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#### **7-09.3(21) Concrete Thrust Blocking**

Revise this Section as follows:

The Contractor shall provide concrete blocking at all tees and fittings, and horizontal or vertical angle points. Blocking shall conform to City of Kirkland Standard Plans CK-W.02 for general blocking and CK-W.03 for vertical blocking. All fittings to be blocked shall be wrapped with 8-mil polyethylene plastic. Concrete blocking shall be properly formed with plywood or other acceptable forming

materials and shall not be poured around joints. The forms shall be stripped prior to backfilling. Concrete shall be Class 3000.

All fittings shall be rigidly restrained with **both** Mega-Lugs (or similar approved equal) **and** concrete thrust blocks. If concrete thrust blocks will not be fully cured at the time the new main is pressurized all the bends must have temporary "kickers" in place before the main will be re-charged.

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#### **7-09.3(23) Hydrostatic Pressure Test**

Revise this Section as follows:

All water mains and appurtenances shall be tested under a hydrostatic pressure equal to 200 psi for 15 minutes with no pressure drop. Water service lines will be visually inspected for leakage. Before applying the test pressure, air shall be expelled completely from the pipe, valves and hydrants. All pumps, gauges, plugs, saddles, corporation stops, backflow prevention devices, miscellaneous hose and piping, and other equipment shown on the Plans and that are necessary for performing the test shall be furnished and operated by the Contractor. The pipeline trench shall be backfilled sufficiently to prevent movement of the pipe under pressure. All thrust blocks shall be in place and sufficiently cured to reach design strength before testing. Where permanent blocking is not required, the Contractor shall furnish and install temporary blocking and remove it after testing. For construction of new water main, the services will be tested with the main.

The mains shall be filled with water and allowed to stand under pressure for a minimum of 24 hours to allow the escape of air and/or allow the lining of the pipe to absorb water. The Owner will furnish the water necessary to fill the pipelines for testing purposes at a time of day when excess quantities of water are available for normal system operation. No connection shall be made between the new main and the existing mains until the new piping has been disinfected, flushed, and passed both pressure and purity testing.

Gauges used in the test may be required to be certified for accuracy at a laboratory by the Owner.

Any visible leakage detected shall be corrected by the Contractor to the satisfaction of the Owner. Should the test section fail to meet the pressure test successfully as specified, the Contractor shall, at his or her own expense, locate and repair the defects and then retest the pipeline.

After the test has been completed, each valve shall be tested by closing each in turn and relieving the pressure beyond. This test of the valves will be acceptable if there is no immediate loss of pressure on the gauge when the pressure is applied to the valve being checked. The Contractor shall verify that the pressure differential across the valve does not exceed the rated working pressure of the valve. All tests shall be made with the hydrant auxiliary valve open and pressure against the hydrant valve.

Prior to requesting the Engineer to witness the pressure test, the Contractor shall have all equipment set up completely ready for operation and shall have successfully performed the test to assure that the pipe is in a satisfactory condition.

A clean container shall be used for holding water for pumping pressure on the main being tested. This makeup water shall be sterilized by the addition of chlorine to a concentration of 50 mg/l. Upon satisfactory completion of the pressure test, the line shall be disinfected, flushed, and then samples shall be taken for purity testing by the Public Works Inspector. Results of the purity testing shall be in-hand prior to any commitment to turning on valves.

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#### **7-09.3(23)A Testing Extensions from Existing Mains**

Supplement this Section with the following:

When an extension greater than 18 feet is made from an existing valve, or from a section of main without services which can be isolated by an existing valve, the Contractor may have the option of pressure testing the existing section or valve to eliminate the need for a final connection by pretested, pre-chlorinated pipe, subject to the consent of the Engineer.

In electing and receiving consent to utilize the method of pretesting and direct connection, the Contractor retains all responsibility for successful final testing of the completed new construction and assumes all risk for damages which may be caused to the existing system valves, piping, or appurtenances.

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#### **7-09.3(24) Disinfection of Water Mains**

Supplement this Section with the following:

Prior to discharging chlorinated water to the storm drainage system or any waterway, the Contractor shall obtain approval from the City of Kirkland and all other governing agencies. Once all approvals and permits have been obtained, the Contractor shall completely de-chlorinate the water prior to discharging it to the storm drainage system or any waterway.

Prior to discharging chlorinated water to the sanitary sewer system, the Contractor shall obtain approval from the City of Kirkland Project Manager and Sewer Department Supervisor. The Contractor is responsible for providing advance written notification to all regulatory agencies of its intent to discharge chlorinated water and the scheduled timing of these activities.

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#### **7-09.3(24)A Flushing**

Supplement this Section with the following:

Flushing water conveyed to the sanitary sewer system shall be at a rate which does not exceed the capacity of the City's sewer lines and lift stations and the METRO sewer lines and lift stations. This rate will be less than the rate needed to obtain the minimum required flushing velocity of 2.5 feet per second. The Contractor shall provide all necessary tanks and appurtenances for de-chlorination and discharge rate control.

Contractor shall provide a backflow prevention device at the hydrant used for providing water for flushing. Contractor shall also provide an air gap device at the discharge sewer manhole to provide a minimum 2-foot air gap between the discharge pipe invert and the manhole opening.

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Add the following new Subsection:

#### **7-09.3(25) Working with AC Pipe**

All Contractors working with AC pipe must be state-certified. The Contractor shall provide protective clothing and equipment (coveralls, gloves, boots, head covering, goggles, respirators, etc.) to crews working with asbestos cement pipe in order to assure the worker's exposure to asbestos material is at or below the limits prescribed in WAC 296-62-07705.

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#### **7-09.4 Measurement**

Supplement this Section with the following:

"Ductile Iron Pipe for Water Main \_\_\_\_ In. Diam., Class 52, Incl. Fittings" will be measured per linear foot along the horizontal centerline of the pipe installed, including all necessary fittings shown on the Plans.

"Connection to Existing Water Main" will be measured per each. Connections to the existing water system shall be considered as one (1) connection regardless of the type of connection being made, the materials necessary to make the connection, or the length of the connection. Note that multiple connections between new and existing water main pipes at one location during one shutdown of the existing system may be necessary to make a connection to the existing water main and such work will be counted once under this bid item.

"Foundation Gravel (As Necessary)" will be measured per ton.

"Extra Ductile Iron Fittings" will be measured per pound, based on the weight of fittings as listed in the AWWA Standards, ANSI/AWWA C110/A21.10-87. Fittings not listed in the above standards will be paid for at the weight listed in the Manufacturer's catalog. Weight will be based on the fitting body only and will not include accessory items such as bolts, glands, etc. Service connections will be measured and paid per Section 7-15 and gate valves will be measured and paid under Section 7-12; neither will be eligible for payment under the "Extra Ductile Iron Fittings" bid item.

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#### **7-09.5 Payment**

Supplement this Section with the following:

"Ductile Iron Pipe for Water Main \_\_\_\_ In. Diam., Class 52, Incl. Fittings", per linear foot.

The unit Contract price for "Ductile Iron Pipe for Water Main \_\_\_\_ In. Diam., Class 52, Incl. Fittings" per linear foot, regardless of size, shall constitute full compensation for all labor, materials, tools and equipment necessary and incidental for installation of water main pipe and fittings as shown on the Plans and specified herein, including:

- All necessary clearing, grubbing, and surface restoration to match existing conditions for which no other Bid item applies.
- Trench excavation.
- Procuring and installing Ethafoam.
- Providing and installing pipe and fittings.
- Sand bedding as needed.
- Handling and proper disposal of conflicting portions of existing asbestos cement (AC) water main pipe and fittings.
- Removal, loading, hauling, and disposal of excavated material.
- Maintenance and protection of existing utilities and structures that are to remain.
- All permanent and temporary thrust blocking and dead man blocks.
- Joint restraints (Mega-Lugs or similar).
- Maintenance of existing water main and provisions for interim water service.
- Pressure and purity testing, and disinfection of all water mains including temporary blow-off, backflow prevention, and air gap apparatus' as necessary for testing.
- Excavations as required for compaction testing.
- Extra depth excavation required to clear existing buried utilities or other obstacles (up to 12-inches different than shown on plans). No additional payment shall be made for excavation and associated work necessary to install water main pipe deeper than the minimum cover for that pipe size, provided that the preceding variation from the plans is not exceeded.
- Dewatering as needed.

“Connection to Existing Water Main”, per each.

The Contract unit price for “Connection to Existing Water Main” shall constitute full compensation for all labor, materials, tools and equipment necessary for a complete connection between the proposed water main and the existing water main as shown on the Plans and outlined above and specified herein including but not limited gaskets, bolts, all pipe for which a specific bid item has not been provided, nipples, adapters, couplings, fittings, restrained joints (Mega-Lug or similar), thrust blocking, dewatering, excavation, compaction, pressure and purity testing, and temporary blow-offs necessary for testing.

Water used in placing and compacting surfacing materials shall be considered incidental to the material being placed.

No payment shall be made for gravel placed outside of the pay limits without prior approval of the Engineer.

“Foundation Gravel (As Necessary)”, per ton.

The unit contract price for “Foundation Gravel (As Necessary)” shall constitute full compensation for all labor, materials, tools and equipment necessary and incidental for furnishing, placing and compacting Foundation Gravel at locations where the Engineer determines that the material in the bottom of the trench is unsuitable and needs to be over-excavated and replaced with Foundation Gravel.

The unit contract price shall also include removing, loading, hauling and disposing of unsuitable material that is being replaced by Foundation Gravel. The quantity shown for this bid item in the Bid Schedules is estimated and may vary. The use of this bid item is subjected to authorization by the Engineer and no payment will be made to Contractor for quantities used without prior authorization by the Engineer.

Payment for “Foundation Gravel (As Necessary)” shall be per ton. Certified truck weight tickets shall be furnished with each load of material delivered. No payment will be made without a ticket. No payment will be made for over-excavation and subsequent backfill unless the Engineer determines that the over-excavation cannot be avoided. Over-excavation shall be defined as trenching outside the limits as shown on the Plans. Additionally, no payment will be made for necessary compaction to correct backfilled areas which are not compacted in accordance with these Specifications.

“Extra Ductile Iron Fittings”, per pound.

The unit contract price for “Extra Ductile Iron Fittings”, per pound (based on published weights) shall constitute full compensation for all labor, materials, tools and equipment necessary and incidental to furnish and install water main fittings which are required but not shown on the Contract Drawings including but not limited to extra excavation, thrust blocking, and restrained joints.

The quantity shown for this bid item in the Bid Schedule is estimated and may vary and is not subject to renegotiation as allowed under Section 1-04.6.

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

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### **7-12.2 Materials**

Supplement this Section with the following:

### **Gate Valves – 6 to 12 Inch**

Gate valves shall conform to the standards of AWWA C-509 and/or C-515. Gate valves shall be iron body, bronze mounted, resilient seated, non-rising stem, operating stems equipped with standard 2-inch operation nut, and o-ring stem seals, suitable for installation with the type and class of pipe being installed. Ends to be as specified. Valve opening direction shall be counterclockwise. The gate valves shall be as manufactured by Mueller, Dresser, M&H, Pacific States, or approved equal.

### **Valve Boxes**

Valve boxes shall be Rich Box No. 940 with deep covers or approved equal and shall be installed per City of Kirkland Standard Plan CK-W.35.

### **Air and Vacuum Release Assembly and Blowoff Assembly**

Air and vacuum release assemblies and blowoff assemblies shall comply with City of Kirkland's standard details. All exposed above-ground piping and materials shall be painted with Kelly Moore DTM 5780 gloss enamel – Safety Blue or approved equal, and shall be identified with an enamel painted marker post. Air-reliefs shall have 6" to 10" clearance from top of device to the finished grade of lid and the box grouted both inside and out. Air reliefs and blowoffs shall be checked for proper function.

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#### **7-12.3 Construction Requirements**

Supplement this Section with the following:

All valves with operating nuts located more than five (5) feet below finished grade shall be equipped with extension stems per City of Kirkland Standard Plan CK-W.05.

Valve box top sections shall be installed flush with the finished pavement grade.

Valve boxes shall be free of debris and the lid shall be painted with blue enamel.

The valve box ears shall be lined up in the direction of flow (parallel to the direction of the pipe.)

The water main valves shall have resilient seats for all valves, no matter which type (gate or butterfly). The valve nut shall be centered in the valve box. The valve shall be checked for proper operation before and after the new line is pressurized.

Valve box paving risers shall be cast iron suitable for H-20 traffic loading.

The water main shall be tapped for air and vacuum releases such that there is a minimum of 12" between taps and a minimum of 18" between taps and bell ends of pipe or the edge of fittings.

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#### **7-12.5 Payment**

Supplement this Section with the following:

"Gate Valve \_\_\_\_ In." per each.

The unit Contract price for "Gate Valve \_\_\_\_ In." shall constitute full compensation for all labor, materials, tools and equipment necessary and incidental for complete installation of the valve, including but not limited to furnishing and installing the valve, trenching, jointing, blocking of valve, painting, disinfecting hydrostatic testing, valve marker post, valve box, adjustment to finish grade, valve riser and all other necessary appurtenances.



Gate valves installed as part of a fire hydrant assembly shall be paid per the "Hydrant Assembly" bid item.

"2-Inch Air and Vacuum Release Assembly" per each.

The unit Contract price for "2-Inch Air and Vacuum Release Assembly" shall constitute full compensation for all labor, materials, tools, and equipment necessary and incidental for complete installation of the assembly as shown on the Plans and specified herein, including the air-vac valve, connection at the water main, meter box, gate valve, service saddle, corp stop, pipe and fittings, filter fabric and washed gravel, all other necessary appurtenances, trench excavation and dewatering, ethafoam, backfill and compaction of CSTC, painting of all exposed piping and fittings, disinfecting, and hydrostatic testing, where shown on the Plans. Payment of the 2-Inch air and vacuum release assemblies shall be per each complete assembly installed.

## **7-14 HYDRANTS**

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

### **7-14.1 Description**

Supplement this Section with the following:

This work also includes removing existing fire hydrants.

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

### **7-14.2 Materials**

Supplement this Section with the following:

All materials, for new fire hydrant assemblies shall be per City of Kirkland Standard Plan CK-W.14.

All fire hydrants shall be approved by the National Board of Fire Underwriters and conform to City of Kirkland's standard details and AWWA Specifications C-502. New hydrants shall be used in all cases. Each hydrant shall be equipped with a suitable positive acting drain valve, a 5-¼ inch female Seattle standard thread rigid Storz adaptor (unless another size is directed by the Engineer), and 1-¼ inch pentagonal operating nut (counterclockwise opening). Storz adaptors shall be installed prior to making the new water main and hydrants active. The fire hydrants shall be Mueller (Centurion), M&H (Style 929), Waterous (Pacer), Clow (Medallion), American Darling (B-62-B), American AVK (Series 2780), or an approved equal. Hydrants shall be painted per City Standards with 2 coats of Kelly Moore DTM 5780 enamel - Safety Yellow, or an approved equal.

One blue lane marker, Type 2, shall be installed at all fire hydrant locations. The marker shall be permanently adhered to the street pavement.

The hydrant shall utilize shackle rods, mega-lugs, and concrete thrust blocks – no exceptions.

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

### **7-14.3 Construction Requirements**

Supplement this Section with the following:

See City of Kirkland Policies for additional requirements.

The Contractor shall install ethafoam or approved equal at utility crossings where there is less than 12 inches of vertical separation. Any curb not required to be removed for excavation or installation of the hydrant run that is removed or damaged by construction activities shall be replaced at the Contractor's expense and no additional compensation will be made.

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

#### **7-14.3(1) Setting Hydrants**

Supplement this Section with the following:

Storz adaptors shall be installed prior to activating the new water main and hydrants.

The hydrant shall have a 3-foot minimum surrounding clearance for proper operation. The hydrant shall be set to proper grade and shall be tested for proper function.

Hydrants shall be installed in accordance with the City of Kirkland Standard Plans and Policies.

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

Add the following new Subsection:

#### **7-14.3(7) Removing Existing Hydrant**

Where shown on the Plans, existing fire hydrants assemblies shall be removed. The contractor shall remove the connection to the existing water main, install blind flange or cap at existing tee, remove existing line between main and existing hydrant, remove hydrant and valve and deliver to City of Kirkland Public works yard unless otherwise directed by the Engineer. All excavations shall be backfilled with Crushed Surfacing Top Course.

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

#### **7-14.4 Measurement**

Supplement this Section with the following:

Removal of existing fire hydrants will be included in the Bid item "Abandon Water System" in Section 2-02 and will not be measured for separate payment.

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

#### **7-14.5 Payment**

Supplement this Section with the following:

"Hydrant Assembly", per each.

The unit contract price for "Fire Hydrant Assembly" shall constitute full compensation for all labor, materials, tools and equipment necessary and incidental for complete installation of new fire hydrant assemblies as shown on the Plans, and specified herein including but not limited to removal of existing concrete pad, main line tee, 6-inch auxiliary gate valve and fittings, 6-inch hydrant run, hydrant, Storz adapter, thrust blocking and joint restraint, all other necessary appurtenances, ethafoam, trench excavation and dewatering, drain rock, maintenance, testing and disinfection, installing new blue reflector on pavement, and fire hydrant painting.

Imported CSTC bedding, backfill, and compaction will be paid under the "Crushed Surfacing Top Course" Bid item. Sawcutting, if necessary, will not be measured for separate payment.

### **7-15 SERVICE CONNECTIONS**

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

#### **7-15.1 Description**

Supplement this Section with the following:

This work shall consist of installing new service connections from the new main to the customer's service line with fittings required to make a watertight connection, installing new meter boxes, service lines, manifolds, saddles, setters, and other appurtenances, reinstalling existing water meters, extending the service line on the private side of the meter and connecting to the existing service line with an appropriate coupler to match existing material type.

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#### **7-15.2 Materials**

Supplement this Section with the following:

All water service pipe, boxes, and appurtenance materials shall be as specified on the Plans and per the City of Kirkland Standard Plans and Policies.

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#### **7-15.3 Construction Requirements**

Supplement this Section with the following:

Where shown on the Plans, or as directed by the inspector, and per City of Kirkland Standard Plans, existing services shall be removed and replaced with completely new water services. Existing service pipe, meter boxes, and fittings shall be removed and disposed of by the Contractor. Connection to the existing service line shall be made at the right-of-way line where possible. Contractor shall expose and determine the existing service line material type at the point of connection and provide an appropriate fitting for connection.

All materials shall be on-site and approved by the Engineer prior to scheduling water shutdowns. Contractor shall coordinate the water service replacement to limit service outage to less than four (4) hours.

Meter box locations shall be verified by inspector prior to tapping main for services.

Contractor shall provide written notice of shutdown two (2) Working Days in advance to all affected costumers. Written notice shall be reviewed and approved by the City five (5) Working Days prior to shutdown. The Contractor is required to distribute notices.

Each new water service line shall be properly tested, flushed, inspected and approved prior to being connected to its respective water meter.

New 1-inch services shall be installed per City of Kirkland Standard Plan CK-W.18 for existing services 1-inch and smaller. New 2-inch services shall be installed per City of Kirkland Standard Plan CK-W.19 for existing services 1 ½ -inch and larger. Meter boxes shall be installed per City of Kirkland Standard Plan CK-W.21 where placed in planter and CK-W.23 where placed within hard surface or adjacent to driving surface, as noted on the Plans. 1-inch service connections shall include continuous 1-inch diameter polyethylene pipe with tracer wire from main to meter for ¾-inch and 1-inch services, 1-inch angle stop (with 1 inch x ¾ inch adapter for 5/8 x ¾ inch meters), check valve or additional angle stop (see Standard Plan CK-W.18), single strap saddle, corporation stop, meter box and lid, and all other necessary fittings and appurtenances for connection to existing customer-side service pipe. The tracer wire shall be stripped 8-inches from the center of the water meter box. Coordinate reinstallation of existing water meter with the City.

The water main shall be tapped for water services such that there is a minimum of 12" between taps and a minimum of 18" between water service taps and bell ends of pipe or the edge of fittings.

Contractor shall hand dig or use a vactor truck to hydro excavate for water service installations where shown on the plans and where required by section 8-01.3(17) of these special provisions. All costs for such excavation shall be included in the unit costs bid for the associated items.

## **Water Meters and Boxes**

Water meter boxes shall be replaced with new meter boxes unless otherwise noted on the Drawings. Meter boxes shall be set to grade—raised or lowered to the surrounding grade regardless of prior condition. Where the existing grade at the meter location is sloped, the meter box shall be set flush to match the slope. Meters shall be set between 6 inches and 10 inches below the meter box lid.

Water Meters and boxes shall have the customer side of meter re-plumbed with appropriate materials and related fittings (i.e., brass, copper, polyethylene or PVC rated at 200 p.s.i.)

If the existing meter does not have a check valve installed on the customer side of the meter, an angle stop shall be installed in lieu of the check valve per Standard Plan CK-W.18 and CK-W.19.

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

### **7-15.4 Measurement**

Supplement this section with the following:

Replacing curb and gutter reasonably removed or damaged for service line installation, as shown on the plans and as indicated in these specifications, will be paid for under the “Cement Concrete Traffic Curb and Gutter” bid item.

“Water Meter Assembly for \_\_\_\_ In. Service - \_\_\_\_ Side” will be measured per each for service connections to the new water main, installation of water meter assembly, and connection to new and private-side service lines. Measurement for payment will be made for work completed at locations shown on the plans and as directed by the Engineer.

“Customer Side Reconnection Over 10 Feet” will be measured per linear foot for connections of water meters to the existing backside water service line. The first 10 linear feet will be inclusive to the water service bid items.

No separate measurement for payment will be made for trench excavation, salvage of existing materials, connection to existing private-side service line and any appurtenances needed.

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

### **7-15.5 Payment**

Supplement this section with the following:

“Water Meter Assembly for \_\_\_\_ In. Service - \_\_\_\_ Side”, per each.

The unit Contract price “Water Meter Assembly for \_\_\_\_ In. Service - \_\_\_\_ Side” per each shall constitute full compensation for all labor, materials, tools, and equipment necessary for the complete installation of the water service line as shown on the Plans and per City of Kirkland Standard Plan CK-W.18, including but not limited to new 1-inch service line to main, 2-inch service line to main, tracer wire, meter box, excavation including vector hydro excavation where noted and as necessary, ethafoam, transferring the existing meter, and reconnecting to the customer side of the service.

“Customer Side Reconnection Over 10 Feet”, per linear foot.

The unit Contract price “Customer Side Reconnection Over 10 Feet” per linear foot shall constitute full compensation for all labor, materials, tools, and equipment necessary for the complete connection from backside of the new water meter installation to the existing water service line as shown on the Plans and per City of Kirkland Standard Plans for which there is not a separate bid item included in the contract. This includes but is not limited to sawcutting, new service line from water meter to connection point with existing customer side service line, excavation including vector hydro excavation where noted and as necessary, ethafoam, reconnecting to the customer side of the

service, and all necessary clearing, grubbing, and surface restoration to match existing conditions for which no other Bid item applies.

Procurement, placement, and compaction of imported CSTC bedding and backfill will be paid under the "Crushed Surfacing Top Course" Bid item. HMA for patching will be paid under the "HMA Cl. 1/2" PG 58H-22 Temporary Patch" and "HMA Cl. 1/2" PG 58H-22 Permanent Patch" bid items as appropriate.

**END OF DIVISION 7**

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## **DIVISION 8 – MISCELLANEOUS CONSTRUCTION**

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

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

#### **8-01.1 Description**

Supplement this section with the following:

The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Contract Documents, Standard Specifications, Permit Conditions, the Contractor's "Stormwater Pollution Prevention Plan" (SWPPP) and as directed by the Engineer or the City. Such measures shall include, but are not necessarily limited to:

- Rock, Wattles, Check dams
- Straw mulch, netting and tackifier
- Inlet protection on existing and proposed drainage structures
- Plastic Covering
- Disposal of sediments and materials
- TESC seeding
- Maintenance of BMPs including in the event of emergencies and as weather and field conditions dictate; and also including installation of additional BMPs which may become required as field and weather conditions evolve
- Street sweeping and Cleaning
- ESC Lead per 8-01 of the Standard Specifications
- All materials, tools and equipment necessary to meet these requirements

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

#### **Site Specific BMPs and SWPPP Plan**

The Contractor shall submit his or her own Storm Water Pollution Prevention Plan (SWPPP) to the City for review and approval prior to the commencement of clearing, grubbing, or grading activities. The City's Construction Storm Water Pollution Prevention Plan (CSWPPP) Template has been included for Contractor use in Appendix B.

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

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#### **8-01.3 Construction Requirements**

Supplement this section with the following:

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

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

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

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

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

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

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

Supplement this section with the following:

##### **Stormwater Pollution Prevention Plan**

The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the 2016 King County Surface Water Design Manual Appendix D. The City's Construction Storm Water Pollution Prevention Plan (CSWPPP) Template has been included for Contractor use in Appendix B.

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

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

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

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

Supplement the list in the second paragraph with the following:

5. Inspecting all on-site erosion and sediment control BMPs at least once every five Working Days and within 24 hours of every runoff event. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next Working Day following the inspection. The report or form shall include, but not be limited to the following:



- a. When, where, and how BMPs were installed, maintained, modified, and removed.
  - b. Observations of BMP effectiveness and proper placement.
  - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
  - d. Approximate amount of precipitation since last inspection and when last inspection was performed.
6. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
  - a. SWPPP Inspection Reports or Forms.
  - b. SWPPP narrative.
  - c. Other applicable permits.

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

Supplement this section with the following:

The Contractor will be responsible for meeting the SWPPP requirements.

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

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

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

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#### **8-01.3(2) Seeding, Fertilizing, and Mulching**

Supplement this section with the following:

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

Seeding, fertilizing, and mulching, if required, shall be considered included in the lump sum Contract price for "Erosion Control and Water Pollution Prevention".

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**8-01.3(8) Street Cleaning**

Supplement this section with the following:

The Contractor shall provide cleaning for all surfaced roadways that have become dirty as a result of the execution of this project. This shall be done at the completion of each day's activities or more often if so directed by the Engineer. Street sweepers with brushes are acceptable Monday through Thursday and street sweepers with a vacuum function shall be used on Fridays. These shall be the only acceptable methods used to clean. Flushing will not be permitted.

Roadway sweeping and cleaning shall be considered included in the lump sum Contract price for "Erosion Control and Water Pollution Prevention".

**8-01.3(9) Sediment Control Barriers**

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**8-01.3(9)D Inlet Protection**

Supplement this Section with the following:

Inlet protection can be in the form of internal devices and shall be installed prior to clearing, grubbing or earthwork activities. Catch Basin Inserts shall be installed on existing catch basins, all new Catch Basins, and those immediately downstream of the project site that could possibly receive sediment laden runoff from the site. Inserts shall meet the requirements of City of Kirkland Standard Plan CK-E.11. Simply placing a piece of geotextile under the catch basin grate is not acceptable.

When the depth of accumulated sediment and debris reaches approximately one-half the height of an internal device or one-third the height of the external device (or less if so specified by the manufacturers), the deposits shall be removed. Contractor shall be responsible for removing catch basin inserts upon completion of the project.

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**8-01.3(16) Removal**

Supplement this section with the following:

**Removing Temporary Erosion / Water Pollution Control BMPs**

The Contractor shall remove all Temporary Erosion / Water Pollution Control BMPs within twenty (20) days after final stabilization, landscape restoration, or after the BMPs are no longer needed. Trapped sediment shall be removed or stabilized on site.

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

Add the following new Section:

**8-01.3(17) Protection of Existing Trees and Shrubs**

The Contractor shall carefully protect existing trees and shrubs that are not designated for removal during the course of construction against cutting, breaking or skinning of roots, and skinning or bruising of bark. The Contractor shall plan all operations so as to avoid creating situations in which trees and shrubs may be damaged. The Contractor shall notify the Engineer if construction may damage trees and shrubs. The Contractor shall not proceed with Work until directed by the Engineer.

### **Root Protection**

Cut exposed roots cleanly and keep moist with straw mulch and burlap or equivalent during the time trenches are open. Hand dig or use a vactor truck to hydro excavate trenches in areas with extensive roots. Roots larger than 3-inches in diameter shall be left intact and the Engineer notified for instructions on how to proceed.

### **Damages for Loss or Injury to Existing Trees and Shrubs to Remain**

The Contractor shall be liable for damage to trees and shrubs. In the event of injuries to the crown, trunk or root system of existing trees and shrubs resulting from the Contractor's failure to protect them (the just value of which is determined by the *Valuation of Landscape Trees, Shrubs, and Other Plants*, (Current Edition) damages shall be deducted from the total amount due the Contractor.

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

Add the following new Section:

#### **8-01.3(18) Suspension of Work**

If at any time during the life of this Contract the Contractor requests to suspend work due to weather conditions or other constraints, it shall be the Contractor's responsibility to meet the Temporary Erosion / Water Pollution Control requirements of the Bid Documents, including maintenance, repair, and inspection of BMPs already installed, at all times during suspension at no additional cost to the City.

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#### **8-01.4 Measurement**

Supplement this section with the following:

No specific unit of measurement will apply to the lump sum bid item "Erosion Control and Water Pollution Prevention".

The means of measurement for the lump sum Bid price for "SWPPP Preparation and Maintenance" shall be allocated as 30 percent for preparation, ready for approval by the Engineer, of the SWPPP, 50 percent pro-rated for completing and providing the required SWPPP updates in response to site conditions, and 20 percent when the Engineer accepts the end of project SWPPP. The portion for updates will be paid based on a pro-rated allocation over the working days of the executed Contract upon the contractor providing the updated SWPPP documents at the weekly coordination meetings. The Engineer shall review the SWPPP and any updates at each weekly meeting. If the SWPPP has not been updated as deemed appropriate by the Engineer, the reports portion of the work for this item shall not be paid for that week and the overall payment shall be reduced by that amount. Such non-payment does not relieve the Contractor from the responsibilities for updates.

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

#### **8-01.5 Payment**

Supplement this section with the following:

"Erosion Control and Water Pollution Prevention", lump sum.

The lump sum Contract price for "Erosion Control and Water Pollution Prevention" shall be considered full compensation for all labor, materials, tools, and equipment necessary and incidental to the installation, maintenance, repair, and removal of erosion control facilities as specified on the Plans and in the Specifications for which specific Bid items are not provided, including but not limited to all temporary erosion control measures described within special provisions and shown on the plans, removal and disposal of sediment, cleaning and

rehabilitating the site after BMPs are removed, street sweeping, inspections of ESC facilities and other incidental items of works necessary to establish and maintain TESC measures.

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon removal of the measures installed to satisfy the requirements of this section and subsequent site rehabilitation.

“SWPPP Preparation and Maintenance”, lump sum.

The lump sum Contract price for “SWPPP Preparation and Maintenance” shall be full pay for all Work required to complete and secure approval of, and update, such plan per section 8-01.3, the City and applicable local, state and federal regulations, and all related Work necessary, where such Work is not included in other Bid items, for all work in the executed Contract.

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section.

**(December 14, 2005 COK GSP)**

## **8-02 ROADSIDE RESTORATION**

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

### **8-02.3 Construction Requirements**

Section 8-02.3 is supplemented with the following:

#### **Property Restoration**

Property restoration shall consist of fine grading landscaped areas disturbed during construction, replanting and/or replacing plant materials, seed, sod, bark mulch, tree protection, slope restoration behind sidewalks, retaining walls removing and replacing fencing, rockeries, replacing curb, gutter, sidewalk, washed rock, ramps, and driveways damaged due to construction activities to return the work area to a condition as good as or better than conditions that existed prior to construction activities. Curb, gutter, and sidewalk removal required for service lines, hydrant runs, and air-vac runs shall be paid for under other bid items. Damage or removal of curb, gutter, and sidewalk not required for these activities shall be inclusive to the “Property Restoration” bid item and shall not be measured for separate payment.

Topsoil shall be Type A and bark mulch shall be in accordance with Section 9-14.4(3) of the Special Provisions. Disturbed grass areas shall be restored with 4 inches of topsoil and sod or hydroseed at the option of the property owner or as directed by the Engineer. The Contractor will be responsible to contact property owners to determine their selection of restoration options. New plant material provided shall be compatible to the existing landscaping as approved by the Engineer.

Existing plant material that are temporarily removed and relocated during construction activities will be stored using commonly accepted practices that will ensure the long-term survival of the plantings upon replanting. Any plantings that do not survive replanting along with any new plants furnished to replace existing plants in lieu of relocation and replacement will be subject to a one-year survival guarantee as provided for in the Contractor’ Performance and Payment Bond.

New plant material provided shall be compatible to the existing landscaping as approved by the Engineer.

New rock material provided shall be compatible to the existing rock as approved by the Engineer. CSTC removal required for watermain, service lines, hydrant runs, and air-vac runs shall be paid for under the CSTC bid items.

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

#### **8-02.4 Measurement**

Section 8-02.4 is supplemented with the following:

Topsoil will not be measured separately. The cost for furnishing and installing topsoil as specified is included in the unit contract prices for "Property Restoration".

No unit of measure shall apply to the lump sum price for property restoration.

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#### **8-02.5 Payment**

Section 8-02.5 is supplemented with the following:

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

"Property Restoration", per lump sum.

The unit contract price for the above, including all incidental work, shall be full pay for all labor, material, tools and equipment necessary to satisfactorily complete the work as defined in these Special Provisions and the Plans including but not limited to fine grading landscaped areas disturbed during construction; replanting and/or replacing plant materials, seed, sod, and bark mulch; installing, maintaining, and removing tree protection; repairing and replacing irrigation systems; and removing and replacing fencing, rockeries, and other non-specified items within the construction limits. No additional payment shall be made for removal, replacement, or repair of improvements damaged by the Contractor.

### **8-03 IRRIGATION SYSTEM**

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#### **8-03.3 Construction Requirements**

Supplement this section with the following:

All work shall be in strict conformance with the City of Kirkland Water System and Sewer Standards, together with the Plans, details and manufacturer's written information regarding recommended installation procedures.

Private irrigation systems that have been damaged during construction activities shall be repaired or replaced within five (5) working days. The Contractor shall be liable for any damage due to irrigation facilities damaged by his or her operations and shall repair such damaged facilities to an "equal or better than" original condition. This work will include, but not be limited to, cutting and capping existing pipe, relocating existing risers and sprinkler heads, new pipe heads and connections, and testing of the system.

Prior to disturbance of any irrigation system the Contractor shall make arrangements with the property owner to have the existing system turned on and tested. Deficiencies found shall be reported to the Engineer prior to disturbance of the existing system.

Existing systems shall be retested after modifications have been made in the presence of the Engineer. The Engineer must approve the private irrigation system modification prior to acceptance of the work.

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#### **8-03.4 Measurement**

Supplement this section with the following:

Testing, replacing, and coordination with homeowners of private irrigation systems shall be considered incidental to the "Property Restoration" bid item and no separate measurement or payment shall be made.

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

#### **8-04.3 Construction Requirements**

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##### **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

Replace the first paragraph of this Section with the following:

All cement concrete curb shall be constructed with air-entrained Class 4000 concrete in accordance with City of Kirkland Standard Details.

Cement Concrete Traffic Curb and Gutter shall be per City of Kirkland Standard Plan CK-R.17.

Curb shall be painted to match existing conditions.

Supplement this section with the following:

Curbs shall be protected against damage or defacement of any kind until it has been accepted by the Engineer. Work that is not acceptable to the Engineer because of damage or defacement shall be removed and replaced by the Contractor at his or her own expense.

Pigmented curing compounds shall not be used on curb and gutter. Only clear curing compounds will be permitted.

The Contractor shall receive approval of the Engineer for the line and grade of the curbs being installed before placing curb. The Contractor shall have the subgrade prepared and the line or formwork for curbs placed at least twenty-four (24) hours prior to installing curbs. The Engineer shall review the line and grades of the curbs and coordinate with the Contractor to make minor adjustments as necessary. Minor adjustment shall be considered changes to the Plan elevations of 3-inches or less. The work to revise the lines, formwork and subgrade for minor adjustments shall be considered incidental to the bid price for the type of curb being installed. If the lines and formwork are not in conformance with the Plans, all adjustments, regardless of size, shall be at the sole expense of the Contractor. Adjustments to the lines and grades shall not constitute a basis for claims for additional contract time or expenses.

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#### **8-04.4 Measurement**

Supplement this section with the following:

"Cement Concrete Traffic Curb and Gutter" will be measured per linear foot.

Existing curb and gutter at the locations of proposed water service lines shall be removed and replaced in accordance with the Plans and these Specifications. Replacing curb and gutter as

required to trench for and install water service lines shall be measured and paid under this Bid Item. Curb and gutter adjacent to existing storm castings replaced as shown on the plans or as directed by the Engineer that is required to be replaced to complete the work shall be measured for payment under this bid item. New curb and gutter shall be measured for payment under this bid item regardless of the width of the gutter, as shown on the plans.

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

#### **8-04.5 Payment**

Supplement this section with the following:

“Cement Concrete Traffic Curb and Gutter”, per linear foot.

The unit price in the Proposal for “Cement Concrete Traffic Curb and Gutter” per linear foot shall be full compensation for all labor, tools, equipment, and materials necessary or incidental to completely install curbs to lines and grades specified on the Plans, including but not limited to excavation, removal, haul, and disposal of existing concrete; subgrade preparation including grading and compaction; installing, checking, adjusting and removing forms; procuring and pouring concrete; procuring and installing joint materials; finishing; curing; and painting.

CSTC used for curb and gutter base shall be measured and paid per the Bid item “Crushed Surfacing Top Course”. Sawcutting, if necessary, will not be measured for separate payment.

### **8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES**

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

#### **8-06.4 Measurement**

Section 8-06.4 is supplemented with the following:

“Cement Concrete Driveway Entrance” shall be measured per square yard. Concrete driveway panels, concrete driveway approaches, and concrete panels installed to connect depressed concrete driveway panels to concrete sidewalk shall be measured under this bid item.

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

#### **8-06.5 Payment**

Section 8-06.5 is supplemented with the following:

“Cement Concrete Driveway Entrance”, per square yard.

The unit contract price per square yard for “Cement Concrete Driveway Entrance” shall include all costs for all labor, tools, equipment, and material required to complete the work specified including, but not limited to excavation, removal, haul, and disposal of existing concrete driveway; subgrade preparation including grading and compaction; installing, checking, adjusting and removing forms; procuring and pouring concrete; procuring and installing joint materials; finishing; and curing. All costs for constructing the driveway entrance in segments to allow property owner access and for installing and removing temporary approaches to do so shall be included.

CSTC used for driveway and curb and gutter base shall be measured and paid per the Bid item “Crushed Surfacing Top Course”. Sawcutting, if necessary, will not be measured for separate payment.

## **8-09 RAISED PAVEMENT MARKERS**

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

### **8-09.1 Description**

Supplement this Section with the following:

This work shall consist of furnishing and installing raised pavement markers (RPMs) at locations designated in the City of Kirkland Standard Plans or as directed by the Engineer.

Furnish and install RPMs for longitudinal pavement markings along double yellow center striping and gore stripes as required per City of Kirkland Standard Plan CK-R.31.

Following placement of the HMA permanent trench patch, the Contractor shall furnish and install Blue, Type 2B, RPMs perpendicular to each fire hydrant in the interior channelization of the adjacent lane.

Raised Pavement Markers will not be measured for separate payment and are included in the other various Bid Items.

## **8-14 CEMENT CONCRETE SIDEWALKS**

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

### **8-14.1 Description**

Supplement this section with the following:

Concrete sidewalks shall be constructed per City of Kirkland Standard Plan CK-R.23 unless noted otherwise on the Plans.

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

### **8-14.2 Materials**

Supplement this section with the following:

Cement concrete sidewalks shall be constructed with Class 4000 Portland Cement Concrete.

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

### **8-14.3 Construction Requirements**

Replace this Section with the following:

Sidewalks shall be removed and replaced where required for the installation of water system services and lateral connections, as approved by the Engineer. A maximum of two (2) 5-foot panels at service line crossings shall be replaced.

The Contractor shall receive approval of the Engineer for the line and grade of the sidewalk or curb ramp being installed prior to pouring the concrete. The Contractor shall have the subgrade prepared and formwork in place at least 24 hours prior to pouring concrete. The Engineer shall review the line and grades of the sidewalk or curb ramp and make minor adjustments as necessary. Minor adjustment shall be considered changes the Plan elevations or offsets of three (3) inches or less. The work to revise the lines, formwork and subgrade for minor adjustments shall be considered incidental to the bid price for cement concrete sidewalk. If the lines and formwork are not in conformance with the Plans all adjustments, regardless of size, shall be at the sole expense of the Contractor. Adjustments to the lines and grades shall not constitute a basis for claims for additional contract time or expenses.



Where existing sidewalk cross slope exceeds 2% the Contractor shall notify the engineer prior to removal and replacement. The Owner may elect to increase the removal and replacement limits.

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

#### **8-14.4 Measurement**

Supplement this Section with the following:

“Cement Concrete Sidewalk” will be measured per square yard.

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

#### **8-14.5 Payment**

Supplement this Section with the following:

“Cement Concrete Sidewalk”, per square yard.

The unit Contract price shall be full compensation for all equipment tools, labor and materials necessary to install the sidewalk as specified in the plans including but not limited to excavation, removal, haul, and disposal of existing concrete sidewalk; subgrade preparation including grading and compaction; installing, checking, adjusting and removing forms; procuring and pouring concrete; procuring and installing joint materials; finishing; and curing.

CSTC used for sidewalk base shall be measured and paid per the Bid item “Crushed Surfacing Top Course”. Sawcutting, if necessary, will not be measured for separate payment.

### **8-13 MONUMENT CASES**

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

#### **8-13.1 Description**

Supplement this Section with the following:

This work also includes surveying, installing, and documenting new monuments, cases, and covers. Refer to Section 1-05.4(1) in these Special Provisions for positioning and survey requirements.

Existing monument cases and covers shall be lowered prior to grinding then adjusted to finished grade.

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

#### **8-13.2 Materials**

Supplement this Section with the following:

Materials required shall be as specified on the City of Kirkland Standard Plan CK-R.03.

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

#### **8-13.3 Construction Requirements**

Supplement this Section with the following:

Contractor shall adjust existing monument cases as required to protect existing monuments during construction.

Upon completion of surface restoration, monuments shall be adjusted to finished grade per City of Kirkland Standard Plan CK-R.03.

Any monuments disturbed during construction shall be replaced as required by WAC 332-120 at no additional cost to the City. The Contractor shall furnish, set and tie out to the

monument. It is the responsibility of the Contractor to submit and satisfy all requirements of the "Application for Permit to Remove or Destroy a Survey Monument" with the Department of Natural Resources prior to removal of the existing monuments. The Contractor shall provide a copy of the permit application to the Engineer.

The locations of all monuments shall be surveyed by the Contractor and reference points installed prior to disturbing; the location of reference points shall be provided to the owner via an electronic point file or AutoCAD drawing and hard copy sketch.

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

#### **8-13.4 Measurement**

Supplement this Section with the following:

"Adjust Monument Case and Cover to Finished Grade" will be measured per each unit adjusted to final grade.

"Monument Replacement" will be measured per each new monument installed.

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

#### **8-13.5 Payment**

Supplement this Section with the following:

"Adjust Monument Case and Cover to Finished Grade", per each.

"Adjust Monument Case and Cover to Finished Grade", shall be full compensation for all labor, tools and materials necessary, including, but not limited to the interim adjustment required for pavement planing, survey, and adjustment to finish grade after the final lift of HMA is placed.

HMA used for asphalt patching at monument casing adjustments shall be paid under the unit price for the asphalt bid items included in the contract.

"Monument Replacement", per each.

"Monument Replacement", shall be full compensation for all materials, labor, tools and equipment necessary to furnish and install the complete monument, case, and cover; to install the City bronze plug; and to provide a licensed surveyor to set the monument. This includes but is not limited to temporary and permanent adjustments of the casing to finish grade.

HMA used for asphalt patching at monument casing adjustments shall be paid under the unit price for the asphalt bid items included in the contract.

## **8-22 PAVEMENT MARKINGS**

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

#### **8-22.4 Measurement**

Supplement this section with the following:

"Plastic Crosswalk" shall be measured per square foot of thermoplastic installed.

"Plastic Stop Line" shall be measured per linear foot of thermoplastic installed.

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

**8-22.5 Payment**

Supplement this section with the following:

The unit Contract price for the pavement markings as described above shall be full pay for all labor, materials, tools, and equipment required to reinstall all removed or damaged pavement markings in conflict with proposed improvements and to clean and prepare the asphalt road surface prior to placement of the markings. New markings shall conform to current city standards.

**END OF DIVISION 8**

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## DIVISION 9 – MATERIALS

### 9-14 EROSION CONTROL AND ROADSIDE PLANTING

#### 9-14.2 Topsoil

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

##### 9-14.2(1) Topsoil Type A

Supplement this section with the following:

Topsoil Type A shall be 50% pure organic compost and 50% sand or sandy loam. The soil shall be high in organic content and comprised of fully composted and mature organic materials.

Refer to Section 9-14.4(8) Compost of the Standard Specifications for compost requirements. No fresh sawdust or other fresh wood by-products shall be added to extend the volume after the composting process.

Chemical and physical characteristic of Topsoil Type A shall comply with the following:

Screen Size	7/16" Maximum (Approximate Particle Size)
Total Nitrogen	0.25% Minimum
Organic Matter	10% Minimum
pH Range	5.5 to 7.5
Conductivity	5 mmhos/cm Maximum

The Contractor shall provide a complete analysis of Topsoil Type A with one cubic foot sample for review and approval.

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

#### 9-14.3 Seed

Supplement this section with the following:

<i>Kind and Variety of Seed in Mixture</i>	<i>% By Weight</i>	<i>% Pure Seed</i>	<i>Minimum % Germination</i>
Perennial Rye (3 Varieties) ( <i>Lolium perenne</i> )	100%	99% weed free	90

Seed shall be applied at a rate of 80 pounds per acre on areas requiring seeding, fertilizing and mulching.

All seed mixes must be certified as 99% weed-free and 90% viable seed by germination tests and by age specification by species.

Fertilizer for Seeded Lawn shall be applied at a rate and type per seed supplier's recommendations and installed using an approved-type hydro-seeder.

**END OF DIVISION 9**

# **PREVAILING WAGE RATES**



**City of Kirkland**

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# **PREVAILING WAGE RATES**

Prevailing wage rates can be found at:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

Effective Date: September 14, 2022

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 [jvandervaat@kirklandwa.gov](mailto:jvandervaat@kirklandwa.gov).

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# **APPENDIX A**

## **PLANS**



**City of Kirkland**

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**SEE ATTACHED PLAN SET**

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# **APPENDIX B**

## **TEMPLATES**



**City of Kirkland**

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**CITY OF KIRKLAND -  
CONSTRUCTION STORMWATER  
POLLUTION PREVENTION (CSWPP) PLAN  
TEMPLATE**



Project Name  
City of Kirkland Permit #  
Date of Submittal

Click here to enter text.
Click here to enter text.
Click here to enter text.

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## PROJECT & CSWPP INFORMATION

### *Project*

Project Name	Click here to enter text.
Site Address	Click here to enter text.
City of Kirkland Permit #	Click here to enter text.
Parcel Number(s)	Click here to enter text.
Receiving Waterbody	Click here to enter text.

### *Applicant Contact*

Permittee/Owner	Click here to enter text.
Phone Number	Click here to enter text.
Address	Click here to enter text.
Developer	Click here to enter text.
Phone Number	Click here to enter text.
Address	Click here to enter text.
Operator/Contractor	Click here to enter text.
Phone Number	Click here to enter text.
Address	Click here to enter text.

### *CSWPP Supervisor*

Name	Click here to enter text.
Organization	Click here to enter text.
Phone Number	Click here to enter text.

### *CSWPP Prepared By*

Name	Click here to enter text.
Organization	Click here to enter text.
Phone Number	Click here to enter text.
Date of Submittal	Click here to enter text.

### *Project Construction Dates*

Activity/Phase	Click here to enter text.
Start Date	Click here to enter text.
End Date	Click here to enter text.

**NOTE:** Bring the contact information for the CSWPP Supervisor and the contractor to the pre-conference. Complete this form with the best information available, update it as personnel/construction timeline changes.

## PURPOSE

A Construction Stormwater Pollution Prevention (CSWPP) Plan shall be completed for project proposals within the City of Kirkland (COK) that require a targeted or full drainage review to comply with the following:

- [Core Requirement #5 of the 2016 King County Stormwater Design Manual \(KCSWDM\)](#), and [Appendix D of the KCSWDM \(1.2.5.2.C/D.2.3.3\)](#).
- [Storm Drainage Policy D-12 of the COK Pre-Approved Plans](#).

Information provided in this document and on the plans shall be considered a minimum. The contractor shall be solely responsible for providing necessary and adequate measures for proper control of erosion and sediment runoff from the site, along with proper maintenance and inspection.

The general contractor is responsible for keeping streets clean and free of contaminants at all times and for preventing an illicit discharge (defined in KMC 15.52) into the municipal storm drain system. If construction activity causes an illicit discharge to the municipal storm drain system, the City of Kirkland Storm Maintenance Division will be instructed to clean the public storm system, and other affected public infrastructure.

The Permittee, Contractor(s), Property Owner, and any other responsible party may be subject to cost recovery associated with the clean-up and response and may also be assessed monetary penalties (defined in KMC 1.12.200) associated with an illicit discharge. The minimum penalty is \$500. A fine may be reduced or waived for parties who immediately self-report violation to the City at (425) 587-3900.

A Final Inspection of the project will not be granted until all costs associated with a cost recovery and penalties are paid to the City of Kirkland.

The CSWPP shall include project-related content in accordance with the Implementation Requirements outlined in the current KCSWDM. The following plans are **REQUIRED FOR ALL PROPOSED PROJECTS:**

- **Erosion and Sediment Control (ESC) Plan**, and
- **Stormwater Pollution Prevention and Spill (SWPPS) Plan**

## **INSTRUCTIONS FOR USE**

- 1. Proceed through the template in order and provide information about the project as instructed (*in italics*) for each section. Project details should correspond to the project plan set found onsite during construction to guide the contractor in establishing erosion and sediment control.**

2. If an entire section is not applicable to the project, please indicate this in the provided textbox and state why it is not applicable.
3. Place drawings (e.g. ESC plan and details) directly after the page where they are requested.
4. Other additions (calculations, Best Management Practices [BMP], maintenance guidelines, etc.) should be placed in an appendix. Update the table of contents accordingly (e.g. insert sheet as PDF for appendices and after the default table of contents).
5. Update documents when the CSWPP Supervisor has noted a deficiency in BMPs or deviation from original design.

If this project does not require a full or targeted drainage review, please see the following:

- **Simplified Drainage Review** – submit a Simplified CSWPP as outlined in [COK Policy D-12](#). The Simplified Drainage Review Template is found [here](#).
- **Basic Drainage Review** – not required to submit a CSWPP or Simplified CSWPP. However, a drainage plan and ESC plan are still required for this type of review per [COK Policy D-2](#).

#### **'NOTICE OF INTENT' ADVISORY**

For projects 1 acre or larger, applicants are required to submit a Notice of Intent (NOI) to WA State Department of Ecology (Ecology) and obtain coverage under [Ecology's Construction Stormwater General Permit](#) (CSWGP) issued as part of the Federal Clean Water Act. Applicants *instead* must submit a draft Ecology CSWPP at COK permit submittal, and final Ecology CSWPP at the COK Pre-Construction Meeting. The Ecology CSWPP meets King County and COK requirements listed above. For additional information, see the following Ecology website: <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>

#### **CSWPP SUPERVISOR**

For all projects required to submit a CSWPP or Simplified CSWPP, the applicant must comply with the following:

- **The applicant shall designate a CSWPP Supervisor who will be responsible for the performance, maintenance, and review of ESC and SWPPS measures and for compliance with all permit conditions relating to the CSWPP as described**

**in the instructions of this template.**

- **The CSWPP Supervisor shall keep an organized logbook of construction activities.**
- **The applicant's selection of a CSWPP Supervisor may require approval by the City. City approval may be rescinded for non-compliance or not meeting qualifications, requiring the applicant to select another CSWPP Supervisor and obtain City approval prior to continuing work on the project site.**

The CSWPP is a living document reflecting current conditions and changes throughout the life of the project. These changes may be informal (i.e. hand-written notes and deletions). Update the CSWPP when the CSWPP Supervisor (or any individual involved with the project) has noted a deficiency in BMPs or deviation from original design.

## Existing Conditions

Total limits of disturbance area (area of all construction activity):

*Click here to enter text.* acres or square feet

Disturbed area (area of all construction and demolition):

*Click here to enter text.* acres or square feet

Hydrology and topography (average slope, soil, presence of groundwater):

- Drainage patterns:     *Click here to enter text.*
- Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes):  
    *Click here to enter text.*

## City of Kirkland Waterbodies

Check the box next to the pollution type(s) (Category 5, unless advised otherwise) if the project site currently drains, or will drain during construction or developed condition, to the following waterbodies:

- Forbes Lake:
  - Phosphorus ☐
- Forbes Creek:
  - Bioassessment ☐
  - Temperature ☐
  - Dissolved Oxygen ☐
  - Bacteria ☐
- Totem Lake:
  - Dissolved Oxygen ☐
- Juanita Creek:
  - Dissolved Oxygen ☐
  - Temperature ☐
  - Bacteria ☐
- Lake Washington @ Marina Park:
  - Bacteria ☐
- Other:

If the project site will cause an adverse impact to existing 303(d) impairments at one or more of the listed waterbodies above, indicate how the project site will control those pollutants

and/or mitigate impacts. An adverse impact may be caused by diverting stormwater to and/or away from a waterbody.

Refer to <https://fortress.wa.gov/ecy/waterqualityatlas/map.aspx> for unnamed waterbodies with impairments if applicable to project site location and discharge.



## Proposed Construction Activities

Total proposed impervious area (addition of):

*Click here to enter text.* acres or square feet

Final developed site impervious area (existing plus new and replaced impervious surface):

*Click here to enter text.* acres or square feet

Description of site development (example: subdivision):

--

Description of construction activities (example: site preparation, demolition, excavation):

--

Description of site drainage including flow from and onto adjacent properties. Must be consistent with Site Map to be attached:

--

Description of final stabilization (example: extent of revegetation, paving, landscaping):

--

## **Part A – EROSION AND SEDIMENT CONTROL (ESC) PLAN [REQUIRED FOR ALL PROJECTS]**

The implementation of this ESC plan and the construction, maintenance, replacement, and upgrading of applicable BMP facilities is the responsibility of the Permittee/Contractor until all construction is approved.

The ESC Plan may also include any and all of the following:

- Locations of all receiving waterbodies.
- Direction of stormwater flows from facilities.
- Locations of all ditches, pipes, swales, drains, inlets, outfalls or other stormwater conveyances existing or used during the construction phase.
- Location of construction stormwater discharge point(s).
- Locations of secondary containment structures.
- Locations and quantities of potential stormwater pollutants.
- Areas where spills occurred previously.
- Stormwater monitoring locations.
- Locations of fueling stations, offloading areas, outdoor maintenance and equipment storage, tanks, and transfer areas.
- Sources of run-on from adjacent properties that could cause pollution.
- Background turbidity levels.

*Following this page, attach the ESC plan. See [COK General Policy G-7](#) for plan submittal requirements. See [COK Pre-Approved Plan CK-E.04](#) for an example plan. Design ESC elements to City of Kirkland standards. If a City standard is not available, refer to the equivalent King County design standards. If a County standard is not available, refer to the equivalent Ecology design standards found in the latest Stormwater Management Manual of Western Washington (SWMMWW). **Reference the standard(s) being used where appropriate.** Under the Design & Installation and Maintenance textboxes, add relevant information concerning the BMPs.*

## **1. CLEARING LIMITS**

**(Reference KCSWDM D.2.1.1, p. D-11 and COK Policy D-12 for additional information)**

☐ Check this box if this section is not applicable to the project.

Prior to any site clearing or grading, areas to remain undisturbed during project construction will be delineated on the project's ESC plan and physically marked on the project site. The purpose of clearing limits is to prevent disturbance of those areas of the project site that are not designated for clearing or grading.

- ☐ Clearing Control Fence (Note #19 Erosion Control Plan Notes, KCSWDM D.2.1.1.1)
- ☐ Silt Fence (CK-E.03)
- ☐ Tree Protection Fence (CK-R.49)

### **Design & Installation (or why section is not applicable)**

*Use the following space to specify how clearing limits are to be delineated, and instructions on their installation.*

**Maintenance**

*Use the following space to specify maintenance requirements for the clearing limits measures.*

## **2. COVER MEASURES**

**(Reference KCSWDM D.2.1.2, p. D-12 and COK Pre-Approved Plans for additional information)**

☐ Check this box if this section is not applicable to the project.

Temporary and permanent cover measures will be provided to protect all disturbed areas, including the faces of cut and fill slopes. The purpose of covering exposed soils is to prevent erosion, thus reducing reliance on less effective methods that remove sediment after it is entrained in runoff.

If project site is within a landslide hazard area describe how slopes will be designed, constructed, and protected to minimize erosion; additional protective measures may be required.

- ☐ Surface Roughening (D.2.1.2.1, p. D-13)
- ☐ Mulching (D.2.1.2.2, p. D-16)
- ☐ Nets and Blankets (D.2.1.2.3, p. D-18 and CK-E.06)
- ☐ Plastic Covering (D.2.1.2.4, p. D-20 and CK-E.05)
- ☐ Straw Wattles (D.2.1.2.5, p. D-21 and CK-E.10)
- ☐ Temporary and Permanent Seeding (D.2.1.2.6, p. D-24)
- ☐ Sodding (D.2.1.2.7, p. D-28)
- ☐ Polyacrylamide for Soil Erosion Protection (D.2.1.2.8, p. D-29)
- ☐ Compost Blankets (D.2.1.2.9, p. D-31)

### **Design & Installation (or why section is not applicable)**

*Use the following space to specify the design and installation of cover measures.*

**Maintenance**

*Use the following space to specify maintenance requirements for the cover measures.*

### **3. PERIMETER PROTECTION**

**(Reference KCSWDM D.2.1.3, p. D-33 and COK Pre-Approved Plans)**

☐ Check this box if this section is not applicable to the project.

Perimeter protection to filter sediment from sheetflow will be located downslope of all disturbed areas and will be installed prior to upslope grading. The purpose of perimeter protection is to reduce the amount of sediment transported beyond the disturbed areas of the construction site.

- ☐ Silt Fence (D.2.1.3.1, p. D-33 and CK-E.03)
- ☐ Brush Barrier (D.2.1.3.2, p. D-36)
- ☐ Vegetated Strip (D.2.1.3.3, p. D-37)
- ☐ Triangular Silt Dike (D.2.1.3.4, p. D-37)
- ☐ Compost Berms (D.2.1.3.5, p. D-38)
- ☐ Compost Socks (D.2.1.3.6, p. D-40)

#### **Design & Installation (or why section is not applicable)**

*Use the following space to specify the design and installation of perimeter protection.*

**Maintenance**

*Use the following space to specify maintenance requirements for the perimeter protection.*



#### **4. TRAFFIC AREA STABILIZATION**

**(Reference KCSWDM D.2.1.4, p. D-41 and COK Pre-Approved Plans**

☐ Check this box if this section is not applicable to the project.

Unsurfaced entrances, roads, and parking areas used by construction traffic will be stabilized to minimize erosion and tracking of sediment offsite. The purpose of traffic area stabilization is to reduce the amount of sediment transported offsite by construction vehicles and to reduce the erosion of areas disturbed by vehicle traffic.

☐ Stabilized Construction Entrance (D.2.1.4.1, p. D-42 and CK-E.01, E.02)

☐ Construction Road/Parking Area Stabilization (D.2.1.4.2, p. D-44)

☐ Wheel Wash (D.2.1.4.3, p. D-45)

#### **Design & Installation (or why section is not applicable)**

*Use the following space to specify the design and installation of traffic area stabilization measures.*

**Maintenance**

*Use the following space to specify maintenance requirements for the traffic area stabilization measures.*

## 5. SEDIMENT RETENTION

(Reference KCSWDM D.2.1.5, p. D-47 and COK Pre-Approved Plans

☐ Check this box if this section is not applicable to the project.

Surface water collected from disturbed areas of the site will be routed through a sediment pond or trap or similar BMP prior to release from the site. The purpose of sediment retention facilities is to remove sediment from runoff generated from disturbed areas.

- ☐ Sediment Trap (D.2.1.5.1, p. D-48 and CK-E.09A)
- ☐ Sediment Pond (D.2.1.5.2, p. D-50 and CK-E.09)
- ☐ Storm Drain Inlet Protection (D.2.1.5.3, p. D-53 and CK-E.08, E.11)
- ☐ Temporary Sediment Settling Tank

### Design & Installation (or why section is not applicable)

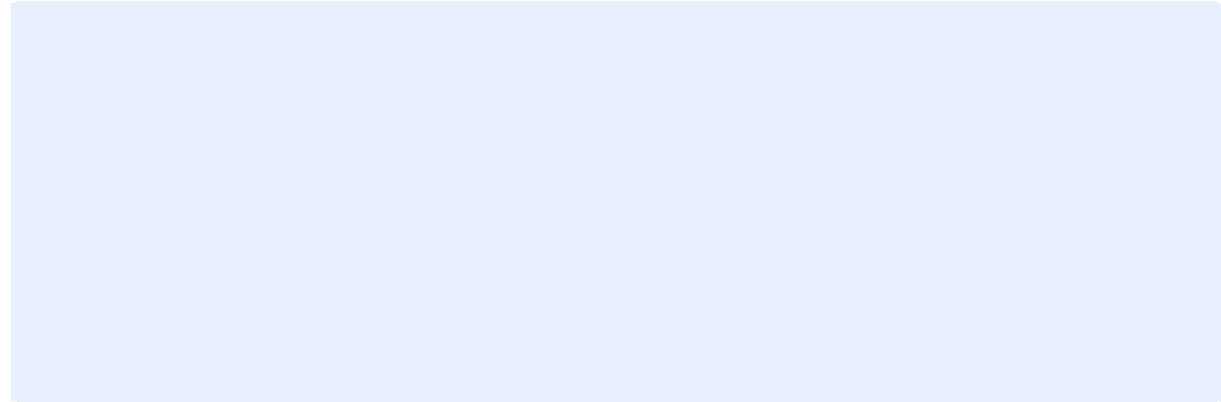
*Use the following space to specify the design and installation of sediment retention measures. Include 2- and 10-year peak flows modeled on a 15-minute time step for the developed conditions. Paste calculations under 'Sizing' section.*

**Maintenance**

*Use the following space to specify maintenance requirements for the sediment retention measures.*

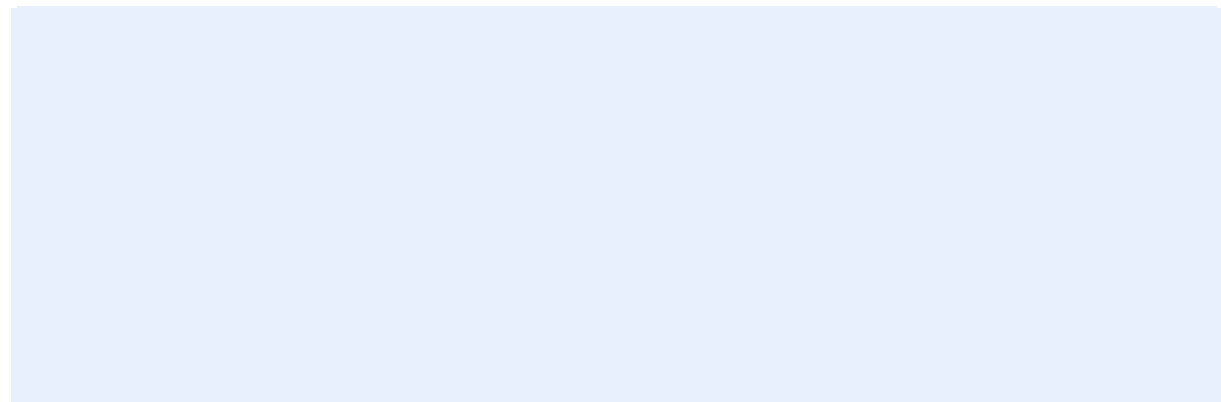
## Sizing

*In the space below, upload an image (or attach after this section of the report) from WWHM/MGS Flood stating the 2- and 10-year peak flows modeled on a 15-minute time step for the developed conditions.*



*The point of connection (POC) will be the basin outlet comparing pre-developed and post-clear-and-graded conditions.*

*In the space below or as attachment, upload calculations showing the sizing requirements.*



## **6. SURFACE WATER COLLECTION**

**(Reference KCSWDM D.2.1.6, p. D-59 and COK Pre-Approved Plan CK-E.07 for additional information)**

☐ Check this box if this section is not applicable to the project.

All surface water from disturbed areas will be intercepted, conveyed to a sediment pond or trap, and discharged downslope of any disturbed areas. The purpose of surface water control is to collect and convey surface water so that erosion is minimized, and runoff from disturbed areas is treated by a sediment pond or trap.

- ☐ Interceptor Dike and Swale (D.2.1.6.1, p. D-60)
- ☐ Check Dam (D.2.1.3.4, p. D-37 and CK-E.07)
- ☐ Pipe Slope Drains (D.2.1.6.2, p. D-62)
- ☐ Subsurface Drains (D.2.1.6.3, p. D-63)
- ☐ Ditches (D.2.1.6.4, p. D-64)
- ☐ Outlet Protection (D.2.1.6.5, p. D-66)
- ☐ Level Spreader (D.2.1.6.6, p. D-66)

### **Design & Installation (or why section is not applicable)**

*Use the following space to specify the design and installation of surface water collection measures.*

**Maintenance**

*Use the following space to specify maintenance requirements for the surface water collection measures.*

## **7. DEWATERING CONTROL**

**(Reference KCSWDM D.2.1.7, p. D-68 for additional information)**

☐ Check this box if this section is not applicable to the project.

The purpose of dewatering control is to prevent the untreated discharge of sediment-laden water from dewatering of utilities, excavated areas, foundations, etc.

- ☐ Infiltration (D.2.1.7.1.a, p. D-68)
- ☐ Vehicle transport offsite (D.2.1.7.1.b, p. D-68)
- ☐ Approved discharge to sanitary sewer (D.2.1.7.1.c, p. D-68)
- ☐ Sedimentation bags for small volumes of localized dewatering (D.2.1.7.1.d, p. D-68)

Construction dewatering discharges shall always meet water quality guidelines listed in COK Policy E-1. Specifically, discharges to the public stormwater drainage system must be below 25 NTU, and not considered an illicit discharge (per KMC 15.52.090, enforcement measures covered in Part C of this template). Temporary discharges to sanitary sewer require prior authorization and permit from King County Industrial Waste Program [(206) 263-3000] and notification to the Public Works Construction Inspector.

### **Design & Installation (or why section is not applicable)**

*Use the following space to specify the design and installation of dewatering control measures. If not applicable, include language from geotechnical report stating that no groundwater will be present on site. Note if there are contaminated soils on site.*



**Maintenance**

*Use the following space to specify maintenance requirements for the dewatering control measures.*

## **8. DUST CONTROL**

**(Reference KCSWDM D.2.1.8, p. D-69 for additional information)**

☐ Check this box if this section is not applicable to the project.

Preventative measures to minimize the wind transport of soil will be taken when a traffic hazard may be created or when sediment transported by wind is likely to be deposited in water resources or adjacent properties. The purpose of dust control is to prevent wind transport of dust from exposed soil surfaces onto roadways, drainage ways, and surface waters.

☐ Water

☐ Other from Table D.2.1.8.A (Specify: [Click here to enter text.](#))

### **Design & Installation (or why section is not applicable)**

*Use the following space to specify the design and installation of dust control measures.*

**Maintenance**

*Use the following space to specify maintenance requirements for the dust control measures.*

## **9. FLOW CONTROL**

**(Reference KCSWDM D.2.1.9, p. D-71 for additional information)**

☐ Check this box if this section is not applicable to the project.

Surface water from disturbed areas must be routed through the project's onsite flow control facility or other provisions must be made to prevent increases in the existing site conditions 2-year and 10-year runoff peaks discharging from the project site during construction. The purpose of stormwater flow control is to mitigate increases in runoff peaks that occur during construction as a result of clearing vegetation, compacting the soil, and adding impervious surface. Such increases can cause or aggravate downstream flooding and erosion.

### **Design & Installation (or why section is not applicable)**

*Use the following space to specify the design and installation of flow control measures. Include 2- and 10-year peak flows for the developed conditions. Paste calculations under 'Sizing' section.*

### **Maintenance**

*Use the following space to specify maintenance requirements for the flow control measures.*

## Sizing

*In the space below, upload an image (or attach after this section of the report) from WWHM/MGS Flood stating the 2- and 10-year peak flows modeled on a 15-minute time step for the developed conditions.*

*The point of connection (POC) will be the basin outlet comparing pre-developed and post- clear-and-graded conditions.*

*In the space below or as attachment, upload calculations showing the sizing requirements.*

## **10. CONTROL OF POLLUTANTS**

The requirements for this section are covered in the SWPPS Plan, Part B of this document. SPPPS measures are required to prevent, reduce, or eliminate the discharge of pollutants to onsite or adjacent stormwater systems or water courses from construction-related activities such as materials delivery and storage, onsite equipment fueling and maintenance, demolition of existing buildings and disposal of demolition materials and other waste, and concrete handling, washout and disposal.

**11. PROTECT EXISTING AND PROPOSED FLOW CONTROL BMPs  
(Reference KCSWDM D.2.1.10, p. D-71 for additional information)**

☐ Check this box if this section is not applicable to the project.

Protection measures will be applied/installed and maintained to prevent adverse impacts to existing flow control BMPs and areas of proposed flow control BMPs for the project. The purpose of protecting existing and proposed flow control BMP areas is to avoid sedimentation and soil compaction that would adversely affect infiltration, and also avoid contamination by other pollutants.

**Design & Installation (or why section is not applicable)**

*Use the following space to specify the design and installation of flow control BMP protection measures.*

**Maintenance**

*Use the following space to specify maintenance requirements for the flow control BMP protection measures.*



**12. MAINTAIN PROTECTIVE BMPs**  
**(Reference KCSWDM D.2.1.11, p. D-72 for additional information)**

☐ Check this box if this section is not applicable to the project.

The purpose of maintaining protective BMPs is to provide continuous ESC protection throughout the life of the project, and avoid sedimentation, soil compaction and contamination by other pollutants that would adversely affect infiltration and surface runoff.

**Maintenance (or why section is not applicable)**

*Use the following space to specify maintenance requirements for the protective BMPs.*



### **13. MANAGE THE PROJECT**

**(Reference KCSWDM D.2.1.12, p. D-72 for additional information)**

Projects shall assign a qualified CSWPP Supervisor (Section D.2.3.1) to be the primary contact for ESC issues and reporting, coordination with subcontractors and implementation of the CSWPP.

Considerations:

1. Phase development projects to the maximum degree practicable and consider seasonal work limits.
2. Inspection and monitoring – Inspect, maintain, and repair all BMPs as needed to assure continued performance of their intended function throughout the life of the project.
3. Maintaining an updated CSWPP – Maintain, update, and implement the CSWPP throughout the life of the project.
4. Keep public works inspector informed on any changes.

The CSWPP Supervisor or inspector must have the skills to:

- **Assess site conditions and construction activities that could impact the quality of stormwater (e.g., site grading operations, or concrete construction and dewatering operations for a detention vault).**
- **Assess effectiveness of ESC measures used to control the quality of stormwater discharges at least weekly and within 24 hours of significant storms (0.5 inches or greater).**
- **Examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen.**
- **Assess effectiveness of BMPs and determine if it is necessary to install, maintain, or repair BMPs to improve the quality of stormwater discharges (procedure covered in Part C of this template).**
- **Update the site logbook accordingly with pertinent information related to above bullets.**

**Part B - STORMWATER POLLUTION PREVENTION AND SPILL (SWPPS) MEASURES**  
**[REQUIRED FOR ALL PROJECTS]**

**(Reference KCSWDM D.2.2, p. D-74 for additional information)**

The purpose of SWPPS control is to prevent, reduce, or eliminate the discharge of pollutants to onsite or adjacent stormwater systems or watercourses from construction-related activities such as materials delivery and storage, onsite equipment fueling and maintenance, demolition of existing buildings and disposition of demolition materials and other waste, and concrete handling, washout and disposal.

The implementation of this SWPPS plan and the construction, maintenance, replacement, and upgrading of the SWPPS facilities is the responsibility of the Permittee/Contractor until all construction is approved.

Contaminated Site Information:

Proposed activities regarding contaminated soils or groundwater (example: onsite treatment system, authorized sanitary sewer discharge) should be listed below:

--

*All significant spills that have occurred in the past three years should be documented in Part B.*

*Following this page, attach the SWPPS plan. See [COK General Policy G-7](#) for plan submittal requirements. The level of detail should be similar to that of [COK Pre-Approved Plan CK-E.04](#). Plan for SWPPS measures to City of Kirkland standards. If a City standard is not available, refer to the equivalent King County design standards. If a County standard is not available, refer to the equivalent Ecology design standards found in the latest Stormwater Management Manual of Western Washington (SWMMWW). **Reference the standard(s) being used where appropriate.** Under the Design & Installation and Maintenance textboxes, add relevant information concerning the BMPs.*

## 1. CONCRETE HANDLING

(Reference D.2.2.1, p. D-75 for additional information)

☐ Check this box if this section is not applicable to the project.

Concrete work can generate process water and slurry that contain fine particles and high pH, both of which can violate water quality standards in the receiving water. Concrete spillage or concrete discharge to surface waters of the State is prohibited. Use this BMP to minimize and eliminate concrete, concrete process water, and concrete slurry from entering waters of the state.

### Procedures (or why section is not applicable)

*Describe the management practices to be employed to prevent concrete washwater from discharging offsite. **Specifically identify where unused concrete will be placed and how project will prevent washwater or slurry from discharging into storm drain.***

**2. CONCRETE WASHOUT AREA**  
**(Reference D.2.2.2, p. D-76 for additional information)**

☐ Check this box if this section is not applicable to the project.

Prevent or reduce the discharge of pollutants to stormwater from concrete waste by conducting washout offsite, or performing onsite washout in a designated area to prevent pollutants from entering surface waters or ground water.

**Design and Installation Specifications (or why section is not applicable)**

*If concrete washout is performed onsite, specify the design and installation of the washout containment area(s). **Specifically describe the type, size and location on site, and how you will prevent washwater or slurry from discharging into storm drain.***

**Maintenance**

*Prescribe inspection and maintenance schedules and procedures to be conducted on the washout containment area(s). **Specifically explain how you will ensure that containers don't overtop or leak.***

**3. SAWCUTTING AND SURFACING POLLUTION PREVENTION**  
**(Reference D.2.2.3, p. D-81 for additional information)**

☐ Check this box if this section is not applicable to the project.

Sawcutting and surfacing operations generate slurry and process water that contains fine particles and high pH (concrete cutting), both of which can violate the water quality standards in the receiving water. Concrete spillage or concrete discharge to surface waters of the State is prohibited. Use this BMP to minimize and eliminate process water and slurry created through sawcutting or surfacing from entering waters of the State.

**Procedures (or why section is not applicable)**

*Specify the management practices to be employed to prevent sawcutting and surfacing pollution from discharging offsite. **Specifically describe how you will prevent slurry, cuttings or process water from discharging into storm drain.***

**4. MATERIAL DELIVERY, STORAGE AND CONTAINMENT**  
**(Reference D.2.2.4, p. D-82 for additional information)**

☐ Check this box if this section is not applicable to the project.

Prevent, reduce, or eliminate the discharge of pollutants to the stormwater system or watercourses from material delivery and storage. Minimize the storage of hazardous materials onsite, store materials in a designated area, and install secondary containment.

**Design and Installation Specifications (or why section is not applicable)**

Specify the design and installation of measures to protect prevent hazardous materials from discharging offsite. ***Specifically describe the type, size and location on site of secondary containment and/or cover measures.***



**5. CONSTRUCTION STORMWATER CHEMICAL TREATMENT**  
**(Reference D.2.2.5, p. D-84 for additional information)**

☐ Check this box if this section is not applicable to the project.

This BMP applies when using stormwater chemicals in batch treatment or flow-through treatment. Chemical treatment can reliably provide exceptional reductions of turbidity and associated pollutants. Chemical treatment may be required to meet turbidity stormwater discharge requirements, especially when construction is to proceed through the wet season.

**Design and Installation Specifications (or why section is not applicable)**

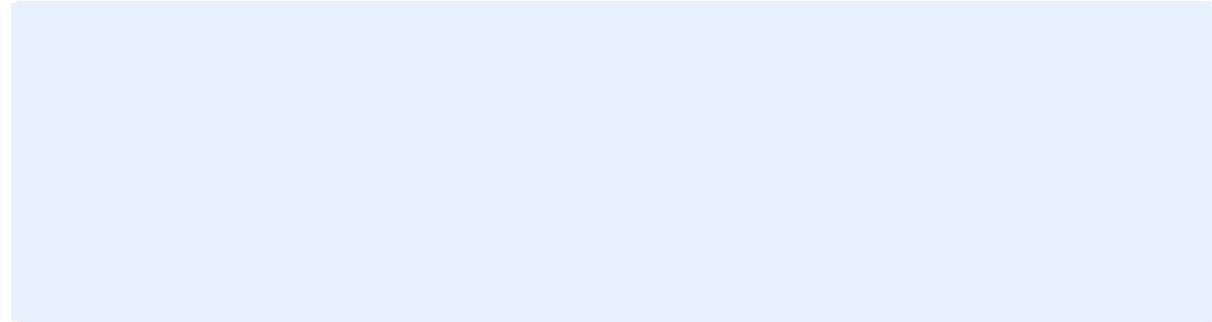
*Specify the design and installation of the chemical treatment system(s) to be employed at the site.*

**Maintenance**

*Prescribe inspection and maintenance schedules and procedures to be conducted on the chemical treatment systems.*

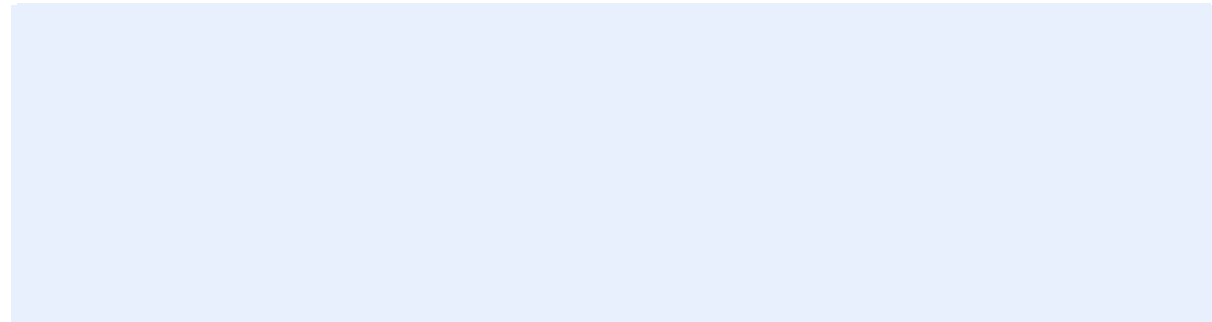
## Sizing

*In the space below, upload an image of the report from WWHM stating the 2- and 10-year peak flows modeled on a 15-minute time step for the developed conditions.*



*The point of connection (POC) will be the basin outlet comparing pre-developed and post- clear-and-graded conditions.*

*In the space below, upload calculations showing the sizing requirements.*



**6. CONSTRUCTION STORMWATER FILTRATION**  
**(Reference D.2.2.6, p. D-90 for additional information)**

☐ Check this box if filtration will not be used on this project.

Filtration removes sediment from runoff originating from disturbed areas of the site.

**Design and Installation Specifications (or why section is not applicable)**

*Specify the design and installation of the filtration system(s) to be employed at the site.*

***Specifically describe the type, size and location on site of stormwater filtration***

**Maintenance Standards**

*Prescribe inspection and maintenance schedules and procedures to be conducted on the filtration system(s).*

**7. HIGH pH NEUTRALIZATION USING CO<sub>2</sub>**  
**(Reference D.2.2.7, p. D-93 for additional information)**

☐ Check this box if CO<sub>2</sub> sparging will not be used on this project.

When pH levels in stormwater rise above 8.5 it is necessary to lower the pH levels to the acceptable range of 6.5 to 8.5, this process is called pH neutralization. pH neutralization involves the use of solid or compressed carbon dioxide gas in water requiring neutralization. Neutralized stormwater may be discharged to surface waters under the General Construction National Pollution Discharge Elimination System (NPDES) permit.

**Design and Installation Specifications (or why section is not applicable)**

*Specify the design and installation of the CO<sub>2</sub> sparging system to be employed at the site.*

***Specifically describe the type, capacity and location onsite of the sparging system.***

**Maintenance Standards**

*Prescribe inspection and maintenance schedules and procedures to be conducted on the filtration system(s).*

**8. pH CONTROL FOR HIGH pH WATER**  
**(Reference D.2.2.8, p. D-96 for additional information)**

☐ Check this box if this section is not applicable to the project.

When pH levels in stormwater rise above 8.5 it is necessary to lower the pH levels to the acceptable range of 6.5 to 8.5, this process is called pH neutralization. Stormwater with pH levels exceeding water quality standards may be treated by infiltration, dispersion in vegetation or compost, pumping to a sanitary sewer, disposal at a permitted concrete batch plant with pH neutralization capabilities, or carbon dioxide sparging (see previous page).

- ☐ Infiltration
- ☐ Dispersion
- ☐ Sanitary Sewer Disposal
- ☐ Concrete Batch Plant Disposal

**Design and Installation Specifications (or why section is not applicable)**

*Specify the design and installation of the pH control system(s) to be employed at the site.*

## Maintenance Standards

*Prescribe inspection and maintenance schedules and procedures to be conducted on the pH control system(s).*

pH monitoring is required for “Significant concrete work” (i.e. greater than 1000 cubic yards poured concrete or recycled concrete over the life of the project). The use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD] or fly ash) also requires pH monitoring.

For significant concrete work, pH sampling will start the first day concrete is poured and continue until it is cured, typically three (3) weeks after the last pour.

For engineered soils and recycled concrete, pH sampling begins when engineered soils or recycled concrete are first exposed to precipitation and continues until the area is fully stabilized.

If the measured pH is 8.5 or greater, the following measures will be taken:

- 1. Prevent high pH water from entering storm sewer systems or surface water.**
- 2. Adjust or neutralize the high pH water to the range of 6.5 to 8.5 su using appropriate technology such as carbon dioxide (CO<sub>2</sub>) sparging (liquid or dry ice).**
- 3. Written approval will be obtained from Ecology prior to the use of chemical treatment other than CO<sub>2</sub> sparging or dry ice.**

Method for sampling pH:

Check the analysis method you will use:

**Table 8 – pH Sampling Method**

<input type="checkbox"/>	pH meter
<input type="checkbox"/>	pH test kit
<input type="checkbox"/>	Wide range pH indicator paper

**9. USE OF HIGH pH SOIL AMENDMENTS ON CONSTRUCTION SITES**  
**(Reference D.2.2.9, p. D-97 and COK Policy D-16 for additional information)**

☐ Check this box if high pH soil amendments will not be used on this site.

Soil amendments used for stability purposes (as described on page D-97) are often high pH and require approval from City of Kirkland before use. Please use the following space to describe how the project will meet the conditions of COK Policy D-16 and Section D.2.2.9.

**Conditions (or why section is not applicable)**



**10. MAINTAIN PROTECTIVE BMPs**  
**(Reference D.2.2.10, p. D-106 for additional information)**

☐ Check this box if this section is not applicable to the project.

Pollutant protection measures will be maintained to assure continued performance of their intended function. Reporting and documentation will be kept current and made available to City of Kirkland as indicated.

**Maintenance (or why section is not applicable)**

Describe the procedures required to maintain all pollutant control BMPs.

## **11. MANAGE THE PROJECT**

**(Reference D.2.2.1.1, p. D-107 for additional information)**

Projects shall assign a qualified CSWPP Supervisor (Section D.2.3.1) to be the primary contact for SWPPS issues and reporting, coordination with subcontractors and implementation of the CSWPP.

Considerations:

1. Phase development projects to the maximum degree practicable and consider seasonal work limits.
2. Inspection and monitoring – Inspect, maintain, and repair all BMPs as needed to assure continued performance of their intended function throughout the life of the project.
3. Maintaining an updated CSWPP – Maintain, update, and implement the CSWPP throughout the life of the project.
4. Keep public works inspector informed on any changes.

The CSWPP Supervisor or inspector must have the skills to:

- **Assess site conditions and construction activities that could impact the quality of stormwater (e.g., site grading operations, or concrete construction and dewatering operations for a detention vault).**
- **Assess effectiveness of ESC measures used to control the quality of stormwater discharges at least weekly and within 24 hours of significant storms (0.5 inches or greater).**
- **Examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen.**
- **Assess effectiveness of BMPs and determine if it is necessary to install, maintain, or repair BMPs to improve the quality of stormwater discharges (procedure covered in Part C of this template).**
- **Update the site logbook accordingly with pertinent information related to above bullets.**

## **Part C – SITE INSPECTION, MONITORING, AND SAMPLING REQUIREMENTS AND ENFORCEMENT**

A site logbook shall be maintained for all onsite construction activities and may include:

- Previous versions of the CSWPP and other permits related to the CSWPP.
- Dated visual site inspections.
- Stormwater sampling data (water quality parameters of concern).

### **SITE INSPECTIONS**

Site inspections will occur in all areas disturbed by construction activities and at all stormwater discharge points. The CSWPP Supervisor shall evaluate and document the effectiveness of the installed BMPs and determine if it is necessary to repair or replace any of the BMPs to improve the quality of stormwater discharges. All maintenance and repairs shall be documented in the site logbook. All new BMPs that are used shall be detailed in the amended CSWPP.

### **TURBIDITY CONTROL REQUIREMENTS FOR CONSTRUCTION STORMWATER DISCHARGE**

The contractor is responsible for reporting an Illicit Discharge Detection and Elimination (IDDE) when construction stormwater discharge is released offsite during a construction project that does not meet City water quality standards. City staff will investigate concerns as a violation of the Kirkland Municipal Code (KMC) 15.52. If a violation is determined, a sample will be taken at any location deemed to be a discharge point. This may be a point source (pipe) or non-point source (runoff). The public works construction inspector assigned to the project will work with the contractor to implement changes needed on the project's ESC and SWPPS plans to assure effort has been taken to reduce pollution caused by construction stormwater discharge.

#### **Basis of Requirements:**

Refer to the [2016 KCSWDM, Core Requirement 5, Chapter 1.2.5](#) and [Appendix D](#), and [Policy E-1 of the City of Kirkland Pre-Approved Plans](#) for more information on site discharge requirements. Refer to KMC 15.52.090 and KMC 01.12.200 for rules on enforcement.

If a violation results in a corrective action notice, the proposed changes found within the notice should be reflected in the updated CSWPP, technical information report (TIR), and plan set, if applicable.

The CSWPP Supervisor may create their own Discharge Sampling Log or use the Discharge Sampling Log used by the City, provided at the end of this template.

### **MONITORING OF DISCHARGES**

Following the guidelines detailed by King County (KCSWDM D.2.4.4), the CSWPP Supervisor shall do the following:

Daily:

- Inspect ESC and SWPPS facilities.
- Maintain ESC and SWPPS facilities to ensure continued proper functioning (KCSWDM D.4.1).
- Review the site for ESC and SWPPS during periods of active construction where maintenance conditions change with construction activity.

At least weekly, and within 24 hours of significant storms (see below for definition of *significant storm*) review the site for ESC and SWPPS:

- Sample at discharge locations, or any location where discharge off-site is occurring.
- Keep a log of all turbidity measurements (recorded as Nephelometric Turbidity Units [NTUs]) and make it available to the City of Kirkland upon request. If the project site is subject to a NPDES general permit for construction issued by the Ecology, then the project must also comply with the monitoring requirements of that permit.
- A *significant storm* is quantified as one resulting in greater than 0.5 inches of rain within the timespan of 24 hours; if temporary surface flow control or water quality facilities used for construction are overcapacity, a storm event can be categorized as significant.

## **ENFORCEMENT OF TURBIDITY CONTROL REQUIREMENTS**

Enforcement will follow this procedure:

- 1. To verify turbidity readings, the CSWPP Supervisor will analyze discharge samples with a turbidity meter (following the procedures of KCSWDM 1.2.5.2.B/D.2.3.2).**
- 2. If a discharge of the following characteristics is made to the municipal separate storm sewer system (MS4) or waters of the state, this may be considered an illicit discharge:**
  - **Turbidity test results in greater than the benchmark value of 25 NTU, but less than 250 NTU.**
  - **Observed to have a visible sheen or suspected to contain a pollutant.**

**The CSWPP Supervisor shall do all of the following in response:**

- A. Report incident(s) to the City of Kirkland at (425) 587-3900.**
- B. Review the ESC and SWPPS plans for compliance and make appropriate revisions as soon as possible but no later than 7 days of the discharge that exceeded the benchmark of 25 NTU. The City of Kirkland will issue a Corrective Action Notice as reference for advised improvements. The Permittee may be subject to code compliance for cost recovery related to an illicit discharge as reimbursement of work completed by the City of Kirkland.**

- C. Fully implement and maintain appropriate ESC and SWPPS measures as soon as possible but no later than 10 days after the discharge that exceeded the benchmark.
- D. Document the ESC and SWPPS implementation and maintenance in the site logbook.

For projects discharging to a sensitive area (e.g. onsite wetland), see the following:

- a. If the turbidity level is found to be less than 5 NTU above background level if background turbidity is 50 NTU or less, OR
  - b. If the turbidity level is found to be less than 10% above background level if background turbidity is greater than 50 NTU, THEN
  - c. This discharge is allowed **BUT INCIDENT SHALL STILL BE RECORDED AND REPORTED TO THE CITY OF KIRKLAND**. Correction Action Notice may be provided but cost recovery and fines are not anticipated.
  - d. Procedures for reducing turbidity are the same as above except the benchmark value is the background turbidity (instead of 25 NTU).
- 3. If the turbidity reading is higher than 250 NTUs for discharges made to the municipal separate storm sewer system (MS4) or waters of the state, the CSWPP Supervisor shall do all of the following:
  - A. Report incident(s) to the City of Kirkland at (425) 587-3900.
  - B. Review the ESC and SWPPS plans for compliance and make appropriate revisions as soon as possible but no later than 7 days of the discharge that exceeded the benchmark of 25 NTU. The City of Kirkland will issue a Corrective Action Notice as reference for advised improvements. The City may impose a "Stop Work Order" until turbidity levels return to a safe level (less than 250 NTUs). The Permittee may be subject to code compliance for cost recovery related to a discharge violation as reimbursement of work completed by the City of Kirkland. Cost recovery would be in addition to fines in relation to a violation of KMC 15.52.090.
  - C. Fully implement and maintain appropriate ESC and SWPPS measures as soon as possible but no later than 10 days after the discharge that exceeded the benchmark.
  - D. Document the ESC and SWPPS implementation and maintenance in the site logbook.
  - E. Continue to sample discharges until turbidity is 25 NTU or lower, or the turbidity is no more than 10% over background turbidity. "Stop Work Order" is lifted when turbidity samples are below 250 NTU.

- 4. If the project site is subject to a NPDES general permit for construction issued by the Ecology, then the project must also comply with the monitoring requirements of that permit.**

## **pH CONTROL REQUIREMENTS FOR CONSTRUCTION STORMWATER DISCHARGE**

Prior to discharge, treated stormwater shall be sampled and tested for compliance with pH levels. pH shall be within the range of 6.5 to 8.5 standard units and not cause a change in the pH of the receiving water of more than 0.2 standard units.

pH monitoring is required for "Significant concrete work" (i.e. greater than 1000 cubic yards poured concrete or recycled concrete over the life of the project). The use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD] or fly ash) also requires pH monitoring.

For significant concrete work, pH sampling will start the first day concrete is poured and continue until it is cured, typically three (3) weeks after the last pour.

For engineered soils and recycled concrete, pH sampling begins when engineered soils or recycled concrete are first exposed to precipitation and continues until the area is fully stabilized.

If the measured pH is expected to be 8.5 or greater, the following measures will be taken:

- 1. Prevent high pH water from entering storm sewer systems or surface water.**
- 2. Method for sampling pH shall be by pH meter probe.**
- 3. Adjust or neutralize the high pH water to the range of 6.5 to 8.5 standard units (su) using appropriate technology such as carbon dioxide (CO<sub>2</sub>) sparging (liquid or dry ice).**
- 4. Written approval will be obtained from Ecology prior to the use of chemical treatment other than CO<sub>2</sub> sparging or dry ice.**

Recycled concrete and cement treatment are construction activities that result in the need for the pH control requirement. See [COK Policy D-16](#) for more information on these common practices to be better prepared for properly controlling pH in construction stormwater discharge.

DISCHARGE SAMPLING LOG					
CSWPP Supervisor Name: _____ 24-Hour Emergency Contact Number: _____ Applicant: _____ Permit No.: _____ - _____ Site Address: _____ Background Turbidity: _____ NTUs					
	Activity Date	Turbidity Reading (NTUs)	Discharge Location (Storm, Stream, Sanitary sewer, or non-point source)	Corrective Notice?	Stop Work Order?
Discharge Incident	__/__/__				
Water Quality Sample After Incident	__/__/__	__ NTUs	Storm system, Stream, Sanitary sewer, or non-point source	Yes/No	Yes/No
Corrective Notice/Stop Work Order	__/__/__				
Water Quality Sample After Notice/Stop Work Order	__/__/__	__ NTUs	Storm system, Stream, Sanitary sewer, or non-point source	Yes/No	Yes/No
Corrective Notice/Stop Work Order	__/__/__				
Notes/Comments: _____ _____ _____					

\*Add rows as necessary to accommodate more incidents.



# City of Kirkland CIP SPCC Plan Template

~ Revised July 17, 2019 ~

## Instructions for use:

- The City of Kirkland Public Works Department modified this template from the WSDOT template for City of Kirkland Capital Projects contractors to use to develop Spill Prevention, Control and Countermeasures Plans (SPCC Plans) that satisfy the current WSDOT Standard Specification 1-07.15(1), applicable City of Kirkland requirements, and National Pollutant Discharge Elimination System (NPDES) requirements.
- Replace the blue highlighted text with project-specific information
- Yellow highlighted text describes or provides an example of what needs to be written. Using this text as a guide, add a description tailored to the project and then delete the yellow highlighted text.
- Create the table of contents (Page ii) for the completed plan by clicking anywhere within the Table of Contents, pressing F9, and selecting “Update Entire Table” and verify that the associated Plan sections/page numbers are consistent and complete.
- Delete this front page before printing the plan and submitting it to the City of Kirkland Project Engineer.

# Spill Prevention, Control and Countermeasures Plan

## City of Kirkland Project Name

## City of Kirkland Contract Number

Prepared by

COK Prime Contractor, Executive: **Name**

COK Prime Contractor, Project Manager: **Name**

COK Prime Contractor, Superintendent: **Name**

**Address**

**City, Washington Zip**

**Phone Number**

**Date**

**Prime Contractor** SHALL MAINTAIN A COMPLETE, UPDATED COPY OF THIS PLAN IN AN ACCESSIBLE LOCATION ON THE PROJECT SITE AT ALL TIMES.

City of Kirkland (COK) Project Engineer (PE): **Name**

COK PE Office Phone: **Number**

COK Project Inspector: **Name**

- Office Phone: **Number**

- Cell Phone: **Number**

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## SPCC Plan Implementation Requirements

The Washington State Department of Transportation (WSDOT) Standard Specification 1-07.15(1) and City of Kirkland (COK) Project-specific special provisions (if applicable) require a Spill Prevention, Control and Countermeasures Plan (SPCC Plan or Plan) to be developed for each Public Works Capital Improvement Project. The purpose of an SPCC Plan is to protect human health and the environment from spills and releases of “hazardous materials,” a generic term WSDOT uses in Chapter 447 of its Environmental Procedures Manual to mean dangerous waste, problem waste, petroleum products, and hazardous substances. The SPCC Plan shall also address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

**COK Prime Contractor**, the Prime Contractor for **COK Project Name, COK Contract Number** (Project), has developed this SPCC Plan to satisfy WSDOT Standard Specification 1-07.15(1) and COK Project-specific special provisions (if applicable) for the Project.

**COK Prime Contractor** shall update this SPCC Plan throughout the Project so that the written Plan reflects actual site conditions and practices. At a minimum, **COK Prime Contractor** will update this Plan annually. **COK Prime Contractor** shall fully implement this SPCC Plan, as accepted and updated, at all times.

No on-site Project construction activities may commence until the City of Kirkland Project Engineer (PE) reviews and accepts this Project-Specific SPCC Plan.

## SPCC Plan Elements

### 1. Responsible Personnel

Table 1.1 identifies the name(s), title(s), and contact information for the personnel responsible for implementing and updating the SPCC Plan, and for responding to spills. If spill response Subcontractor(s) will be used for spill response (as described in Section 8, Spill Response, below), the Subcontractor(s) company name(s) and contact information are also included in Table 1.1. **Complete Table 1.**

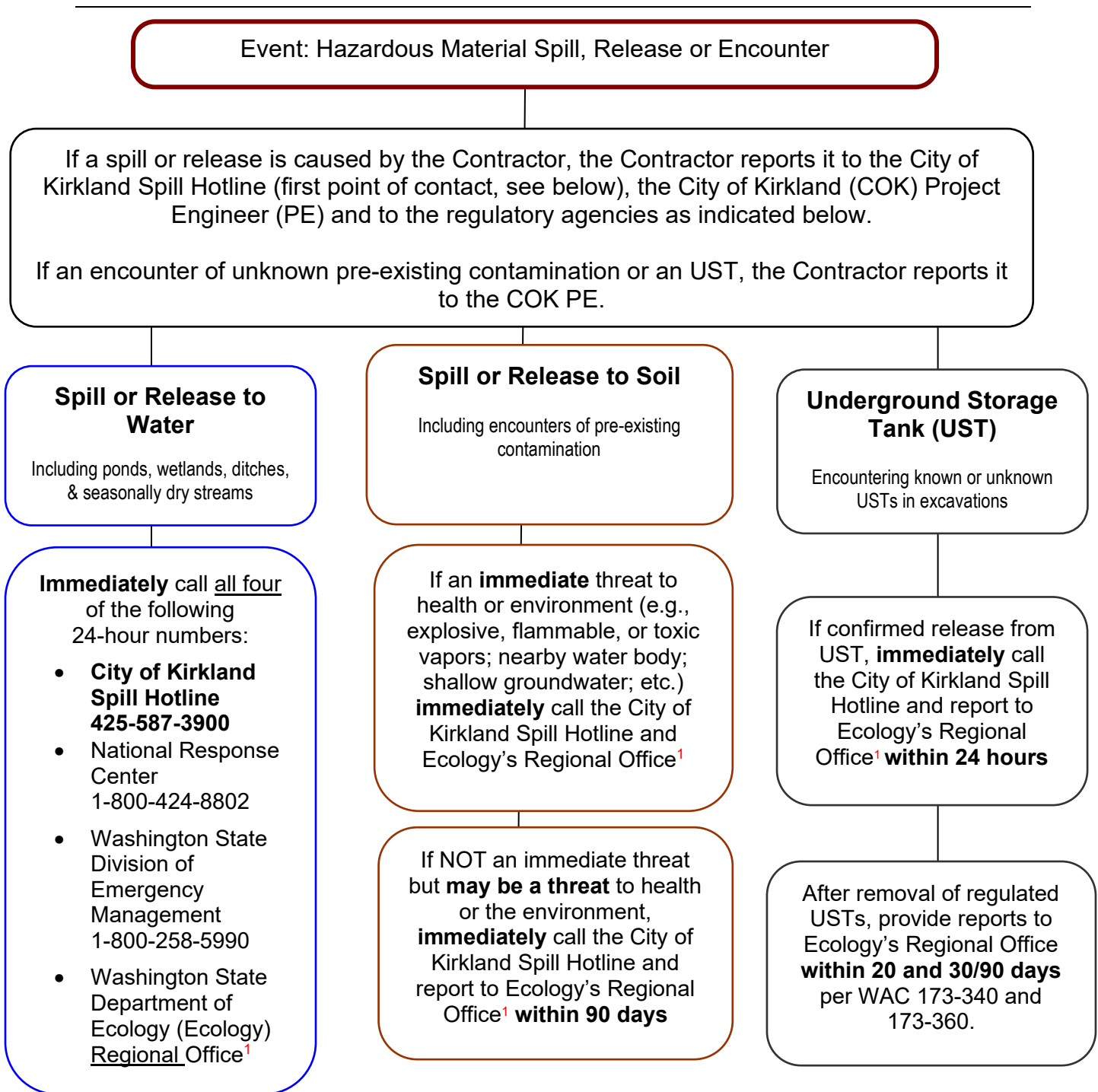
**Table 1 Responsible Personnel**

<b>Responsibility</b>	<b>Name and Title</b>	<b>Contact Information</b>
Implementing and Updating SPCC Plan (primary contact person)		Company: Office Phone: Cell Phone:
Implementing and Updating SPCC Plan (secondary contact person)		Company: Office Phone: Cell Phone:
On-Site Spill Responder		Company: Office Phone: Cell Phone:
On-Site Spill Responder		Company: Office Phone: Cell Phone:
Spill Response Subcontractor (see Section 8, below) (delete this line if not applicable; add lines if more than one Subcontractor will be used)	-----	Company: Office Phone: Cell Phone:

## 2. Spill Reporting

In the event of a spill, COK Prime Contractor shall notify the COK Project Engineer and shall notify the Federal, State, and Local Agencies listed in Figure 2 and Table 2. COK Prime Contractor will also notify the COK Project Engineer and COK Project Inspector. Complete Table 2 including for each agency the agency name, the agency notification telephone number, and when the agency shall be notified. At a minimum, Table 2 must include and COK Prime Contractor must make the notifications shown in Figure 2.

**Figure 2. Regulatory Reporting Requirements Flow Chart**



**<sup>1</sup> Ecology Regional Office Numbers**

Eastern (Spokane): 509-329-3400  
Central (Yakima): 509-575-2490

Northwest (Bellevue): 425-649-7000  
Southwest (Lacey): 360-407-6300

Ecology regional lines and the type of information needed is provided on Ecology's spill reporting website at

<http://www.ecy.wa.gov/programs/spills/other/reportaspill.htm>

**Table 2 Project-Specific Federal, State, and Local Agencies to be Notified in the Event of a Spill**

<b>Agency Name</b>	<b>Agency Notification Telephone Number</b>	<b>When Agency Shall be Notified</b>	<b>Agency Region</b>
City of Kirkland Spill Hotline	425-587-3900	Any time there is a spill	City of Kirkland
Department of Ecology	1-425-649-7000	Spill or release to soil that is an immediate threat to human health or the environment or a spill or release to water or a confirmed release or spill from a UST	Northwest Regional Office always for the City of Kirkland
National Response Center	1-800-424-8802	Spill or release to water	Not applicable
Washington State Division of Emergency Management	1-800-258-5990	Spill or release to water	Not applicable
Department of Ecology	1-425-649-7000	Spill or release to water during over water work per Project-specific Special Provision or other permit requirement	Northwest Regional Office always for the City of Kirkland



### 3. Project and Site Information

Please describe the following items:

- A. The Project work: (briefly describe the construction activities that will take place)
- B. The site location and boundaries: (include city, county, and starting/ending mileposts – as well as Project boundaries if Project work is not exclusively on a highway corridor)
- C. The drainage pathways from the site: (either provide information here or complete Table 3)
- D. Nearby waterways and sensitive areas and their distances from the site: (either provide information here or complete Table 3)

Either complete Table 3, below, or provide information above for 3.C and 3.D. and delete Table 3

**Table 3 Nearby Waterways<sup>1</sup> and Sensitive Areas<sup>2</sup>**

Waterway <sup>1</sup> or Sensitive Area <sup>2</sup>	Distance from Project Site	Direction of Flow from Project Site	Runoff Drainage Pathway from Site
(e.g., Derby Creek)	(e.g., 35 feet east of Project Site)	(e.g., downhill towards the northeast)	(e.g., downhill to northeast from the Project staging area to the lower reach of Derby Creek)
(e.g., Milwaukee Ditch)	(e.g., 350 feet south of Project site)	(e.g., across the pavement to the east)	(e.g., across the pavement east of the roundabout, into the catch basin, and into Milwaukee Ditch)

Notes:

<sup>1</sup> Waterways include streams, creeks, sloughs, rivers, Puget Sound, etc.

<sup>2</sup> Sensitive areas are areas that typically contain populations that could be particularly sensitive to a hazardous materials spill or release. Such areas include wetlands, areas that provide habitat for threatened or endangered species, nursing homes, hospitals, child care centers, etc. Sensitive areas also include areas where groundwater is used for drinking water, such as wellhead protection zones and sole source aquifer recharge areas.

#### 4. Potential Spill Sources

A description of each potential fuel, petroleum product and other hazardous material brought or generated on-site is set forth in Table 4.1. The potential fuel, petroleum product and other hazardous materials listed on Table 4.1 include materials used for operating, refueling, maintaining, and cleaning equipment - including equipment used below the ordinary high water line. Complete Table 4, listing information for EACH fuel, petroleum product and hazardous material.

**Table 4 Fuel, Petroleum Product and other Hazardous Materials Brought or Generated On-Site**

Hazardous Material Name	Intended Use of Material	Est. Max. Amount of Material On-Site at Any One Time	Material Staging, Use, and Storage Location(s) & Material Storage and Secondary Containment Practices and Structures, in accordance with Element 7 <sup>1</sup>	Distance of Material Staging, Use, and Storage Locations from Nearby Waterways <sup>2</sup> and Sensitive Areas <sup>3</sup>
(e.g., gasoline, diesel, motor oil, hydraulic oil, cleaning solvent, paint)				

Notes:

- <sup>1</sup> See also Section 7 (Spill Prevention, secondary containment and structures should be described in Table 4 and under Section 7D).
- <sup>2</sup> Waterways include streams, creeks, sloughs, rivers, Puget Sound, etc.
- <sup>3</sup> Sensitive areas are areas that typically contain populations that could be particularly sensitive to a hazardous materials spill or release. Such areas include wetlands, areas that provide habitat for threatened or endangered species, nursing homes, hospitals, child care centers, etc. Sensitive areas also include areas where groundwater is used for drinking water, such as wellhead protection zones and sole source aquifer recharge areas.

## 5. Pre-Existing Contamination

- \* Describe any pre-existing contamination and contaminant sources (such as buried pipes, buried tanks, buried drums or other buried containers) in the Project area that are described in the Contract documents; and
- \* Identify equipment and work practices that will be used to prevent the release of contamination.
  - if no pre-existing contamination or contaminant sources -  
are described in the Contract documents, write "N/A"

Example: Soil contaminated with petroleum products is suspected of existing near the southeast corner of the intersection of SR 99 and Cordane Street. If soil that is suspected of being contaminated is encountered, it will be stockpiled in the vicinity of the excavation for characterization sampling and determination of disposal options. Soil that is suspected of being contaminated will be stockpiled separately from soil showing no indication of contamination. Soil that is suspected of being contaminated will be stockpiled on an impervious surface and will be set up to allow for ease of sampling and load-out once characterization is complete. Stockpiles of suspected contaminated soil will be covered with plastic sheeting when not being worked; stormwater that could run into the base of such stockpiles will be diverted from the area.

**\*\*If a Project-specific soil management plan (SMP), water management plan (WMP), temporary erosion and sediment control (TESC) plan, contaminated media management plan (CMMP) or other plan concerning contaminated materials has been prepared for known SPCC-related Project conditions, please briefly refer to them here and attach final versions to this Plan.**

## 6. Spill Prevention and Response Training

Describe how and when all Project personnel (including refueling personnel and other subcontractors) shall be trained in spill prevention, containment, and response, and the location of spill response kits.

## 7. Spill Prevention

- A. Spill response kit contents and location(s) (see Table 7). Appropriately stocked spill response kits shall be maintained in close proximity to hazardous materials and equipment and shall be immediately accessible to all Project personnel. **City of Kirkland requires a minimum of one (1) vehicle kit in each contractor vehicle, in addition to any other spill kits stored on-site by the Contractor. Complete Table 7.**

**Table 7 Spill Response Kit Contents and Locations**

Type of Spill Kit	Spill Kit Contents	Spill Kit Location(s)
(e.g. vehicle kit, drum kit, conex kit)	(e.g., air horn to get attention of those working nearby, personal protective equipment (PPE, such as safety glasses, gloves, coveralls, boot covers), spill pads, absorbent, booms, catch basin covers, anti-static shovels, garbage bags, plastic sheeting, overpack or disposal drum, complete copy of SPCC Plan, etc.)	(e.g., adjacent to in-water work, on bridge ramp, within 1,000' of active construction areas, next to Honey Buckets, on large equipment, outside main job trailer, in staging area conex, on mitigation site, below north end of bridge, etc.)

- B. Security measures for potential spill sources. Describe the security measures that will be maintained to prevent accidental spills and vandalism, e.g., the staging area will be surrounded by a secured fence, hazardous materials will be stored inside a locked storage shed, equipment will be equipped with locked fuel caps, etc.
- C. Methods used to prevent stormwater from contacting fuel, petroleum products and hazardous materials. Describe the methods that will be used to prevent stormwater contact with hazardous materials, e.g., contaminated soil will be placed on bermed plastic and covered.
- D. Secondary containment for each potential spill source listed in Section 4, above. Describe here or in Table 4.1 the practices and structures that will be used to store and contain potential fuel, petroleum product and hazardous materials as well as the practices and structures that will be used to store and contain equipment used to transfer potential fuel, petroleum product and hazardous materials. The description must at least incorporate the following requirements:
- Secondary containment structures shall be in accordance with Section S9.D.9 (<http://www.ecy.wa.gov/programs/wq/stormwater/construction/permitdocs/cswgpppermit120110.pdf>) of Ecology's Construction Stormwater General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. This NPDES Permit does not require additional secondary containment for double-walled tanks.
  - Any more stringent secondary containment requirements (including for double-walled tanks) required by a 401 Permit, Special Provision or other Permit/Contract requirement for work in or over water. Attach a copy of the 401 Permit, Special Provision or other Permit/Contract document indicating the more stringent requirement.
  - Any more stringent secondary containment (including double-walled tanks) required by an IFC official (local fire marshal). Attach a copy of the IFC official documentation indicating the more stringent requirement.

- Secondary containment BMPs, as presented by Ecology (<http://www.ecy.wa.gov/programs/wq/stormwater/manual.html>), are required during fueling activity from fuel tanks, including double-walled tanks.
- E. Best Management Practices (BMP) Methods used to prevent discharges to ground or water during mixing and transfers of hazardous materials, petroleum product and fuel. Describe here methods to control pollutants using BMPs in accordance with Ecology's Construction Stormwater General NPDES Permit. BMPs guidance is provided in Ecology's Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153 ([Volume II Construction Stormwater Pollution Prevention](#)) ( and Volume IV Source Control BMPs ([Stormwater Manual Volume IV Source Control BMPs](#)).
- F. Refueling procedures for equipment that cannot be moved from below the ordinary high water line. Describe these procedures. Write N/A if no work will be performed below the ordinary high water line.
- G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products. Describe these procedures. Write N/A if no work will be performed below the ordinary high water line.
- H. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials. Describe the equipment and structure inspection and maintenance practices.
- I. Site inspection procedures and frequency. Describe the site inspection frequency and site inspection procedures.

## 8. Spill Response

Tables 8A and 8B, below, outline the response procedures that COK Prime Contractor shall follow for the scenarios described in the tables below, indicating that if hazardous materials are encountered or spilled to soil or water (including stormwater, as described in Section 7C) during construction, the COK Prime Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. The response procedures include a description of the actions that COK Prime Contractor shall take to address each task shown in the tables as well as the specific on-site, spill response equipment that shall be used to perform each task. Complete Tables 8A and 8B.

If COK Prime Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor in Table 1 and, in the appropriate table below, identify when the Subcontractor shall be used and the actions that COK Prime Contractor shall take at the site while waiting for the Subcontractor to respond. Add Subcontractor information to Tables 8A and 8B accordingly.

If COK Prime Contractor encounters unanticipated pre-existing contamination within the Project area during Project work, COK Prime Contractor shall immediately notify the COK Project PE.



**Table 8A Spill Response Procedures,  
Including Actions to be Taken and Equipment to be Used**

Hazardous Material and Location	Spill Response Task			
	Assess the Spill	Secure the Area	Contain and Eliminate the Spill Source	Clean Up Spilled Material Decontaminate Equipment Dispose of Spilled & Contaminated Material <sup>1</sup>
(e.g., identify each fuel, petroleum product and hazardous material listed in Section 4, stormwater that has come into contact with hazardous material, pre-existing contamination or contaminant sources, and unknown pre-existing contamination or contaminant sources. Exception: complete Table 8B for spills occurring during work below the Ordinary High Water Line)	(e.g., include in this or other columns a description of the internal, emergency assistance, COK Spill Hotline notification, and agency notifications that will be made as part of the response procedures, referencing and adding to Table 2.1 as appropriate)	(e.g. identify which area will be secured and how the area will be secured)	(e.g. identify how the spill source will be contained and eliminated during spill response)	(e.g., Identify how the spill will be cleaned up whether in soil or water, including stormwater that has contacted petroleum product, fuel or a hazardous material). Explain how the spilled material and all cleanup supplies will be disposed of; describe documentation substantiating such disposal that will be provided to the COK PE and when it will be provided.

Notes:

<sup>1</sup> Spilled fuel, petroleum product and hazardous materials, contaminated stormwater, contaminated soil and water, and all cleanup supplies shall be transported off site for disposal at a facility approved by the Department of Ecology. No potentially hazardous materials, contaminated soil or water, or cleanup supplies may be discharged to any sanitary sewer without approval of the local sewer authority. Contaminated stormwater will not be discharged to any sanitary sewer without approval of the local sewer authority.

■ Petroleum products, fuel, and hazardous material spills shall be addressed and shall be prevented from reaching storm drains or other discharge points.

■ It is acceptable to combine materials covered by the same response procedures, as long each material is clearly identified.

**Table 8B Spill Response Procedures for Spills Occurring During Work with Equipment Used Below the Ordinary High Water Line**  
**(Including Actions to be Taken and Equipment to be Used)**

Hazardous Material and Location	Spill Response Task			
	Assess the Spill	Secure the Area	Contain and Eliminate the Spill Source	Clean Up Spilled Material Decontaminate Equipment Dispose of Spilled & Contaminated Material <sup>1</sup>
(e.g., identify each fuel, petroleum product and hazardous material to be used below the ordinary high water mark)	(e.g., include in this or other columns a description of the internal, emergency assistance, COK Spill Hotline notification, and agency notifications that will be made as part of the response procedures, referencing and adding to Table 2.1 as appropriate)	(e.g. identify which area will be secured and how the area will be secured)	(e.g. identify procedures on how the spill source will be contained and eliminated during spill response)	(e.g., Identify how the spill will be cleaned up whether in soil or water, including stormwater that has contacted petroleum product, fuel or a hazardous material). Explain how the spilled material and all cleanup supplies will be disposed of; describe documentation substantiating such disposal that will be provided to the COK PE and when it will be provided.

Notes:

- <sup>1</sup> Spilled fuel, petroleum product and hazardous materials, contaminated stormwater, contaminated soil and water, and all cleanup supplies shall be transported off site for disposal at a facility approved by the Department of Ecology. No potentially hazardous materials, contaminated soil or water, or cleanup supplies may be discharged to any sanitary sewer without approval of the local sewer authority. Contaminated stormwater will not be discharged to any sanitary sewer without approval of the local sewer authority. Write N/A if no equipment will be used below the ordinary high water line and delete the following table (but not the table title, above).

## 9. Project Site Map

A Project site map, clearly showing each of the following required or recommended items (attach map):

- A. Site location and boundaries;
- B. Site access roads;
- C. Drainage pathways from the site;
- D. Nearby waterways and sensitive areas (Waterways include streams, creeks, sloughs, rivers, Puget Sound, etc. Sensitive areas are areas that typically contain populations that could be particularly sensitive to a hazardous materials spill or release. Such areas include wetlands, areas that provide habitat for threatened or endangered species, nursing homes, hospitals, child care centers, etc. Sensitive areas also include areas where groundwater is used for drinking water, such as wellhead protection zones and sole source aquifer recharge areas.);
- E. Hazardous materials, equipment, and decontamination areas identified in Section 4 (Potential Spill Sources), above;
- F. Pre-existing contamination or contaminant sources described in Section 5 (Pre-Existing Contamination), above;
- G. Spill prevention and response equipment described in Section 7 (Spill Prevention) and Section 8 (Spill Response), above;
- H. Recommend providing the COK Prime Contractor Executive, COK Prime Contractor Project Manager and COK Prime Contractor Superintendent initial sign-off; and
- I. Recommend using Project-specific Plan Sheets or a consistent map scale with identifiable or readable map symbols for each Project SPCC Map.

## 10. Spill Report Form(s)

A copy of the spill report form that COK Prime Contractor shall use in the event of a release or spill is attached (attach form; an example is attached at the end of this template).

## 11. Plan Approval

This SPCC Plan is supported by the executives, project manager and the superintendents of **COK Prime Contractor** having the authority to commit the necessary resources, including labor, equipment, and materials, to expeditiously control and remove any harmful quantity of fuel, petroleum product or hazardous materials spilled or released to the waters or land of the State of Washington.

<hr/>	<b>Executive Signature</b> <b>COK Prime Contractor</b>
<b>Date</b>	<hr/>
	<b>Name</b> <b>Title</b> <b>COK Prime Contractor</b>
	<b>Project Manager Signature</b> <b>COK Prime Contractor</b>
<hr/>	<hr/>
<b>Date</b>	<b>Name</b> <b>Title</b> <b>COK Prime Contractor</b>
	<b>Superintendent Signature</b> <b>COK Prime Contractor</b>
<hr/>	<hr/>
<b>Date</b>	<b>Name</b> <b>Title</b> <b>COK Prime Contractor</b>

This is to certify that I have read this Project SPCC Plan and understand its contents. I have attended a Project orientation meeting discussing the elements of this SPCC Plan and the safety and health hazards associated with SPCC operations to be performed at this Project. Failure to comply with the requirements contained in this SPCC Plan may result in my removal from the Project.

**DATE**

[illegible]

**APPENDIX A**  
**EXAMPLE SPILL OR INCIDENT REPORT FORM**

**Instructions:** Complete for any type of petroleum product or hazardous materials/waste spill or incident. Provide a copy of this report to management.

1. COK Personnel Involved in Spill Reporting:

Name, Title, and Phone Number: \_\_\_\_\_  
\_\_\_\_\_

2. Contractor:

Name and Title of Person Responsible for Spill Response: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

3. General Spill Information:

Common Name of Spilled Substance: \_\_\_\_\_

Quantity Spilled (Estimate): \_\_\_\_\_

Describe Concentration of Material (Estimate): \_\_\_\_\_

Date of Spill: \_\_\_\_/\_\_\_\_/\_\_\_\_

Time Spill Started: \_\_\_\_ AM \_\_\_\_ PM

Time Spill Ended: \_\_\_\_ AM \_\_\_\_ PM

4. Spill Location and Conditions:

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

Street Address and/or Milepost, City: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_

If Spill to Water,

Name of Water Body (if ditch or culvert, identify the water body that the structure discharges to):

\_\_\_\_\_

Identify the Discharge Point: \_\_\_\_\_

Estimate the Depth and Width of the Water Body: \_\_\_\_\_

Estimate Flow Rate (i.e., slow, moderate, or fast): \_\_\_\_\_

Describe Environmental Damage (i.e., fish kill?): \_\_\_\_\_

5. Actions Taken:

Time City of Kirkland Spill Hotline Called: \_\_\_\_\_

To Contain Spill or Impact of Incident: \_\_\_\_\_

To Cleanup Spill or Recover from Incident: \_\_\_\_\_

To Remove Cleanup Material: \_\_\_\_\_

To Document Disposal: \_\_\_\_\_

To Prevent Reoccurrence: \_\_\_\_\_

6. Reporting the Spill:

**Spills to water:** Immediately call the City of Kirkland Spill Hotline (425-587-3900), National Response Center (1-800-424-8802), Emergency Management (1-800-258-5990), and the appropriate Ecology Regional Office.

**Spills to soil that may be an immediate threat to health or the environment** (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek, etc.): Call the City of Kirkland Spill Hotline (425-587-3900) and the appropriate Ecology Regional Office immediately. If not immediately threatening, but may be a threat to human health or the environment, the City of Kirkland Spill Hotline (425-587-3900) immediately and report to the appropriate Ecology Regional Office within 90 days.

List all agencies contacted; include names, dates, and phone numbers for people you spoke with:

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

Record ERTS #, if issued by Ecology: \_\_\_\_\_

7. Person Responsible for Managing Termination/Closure of Incident or Spill:

Name and Phone: \_\_\_\_\_

Address and Fax: \_\_\_\_\_

8. Additional Notes/Information (if necessary):