Specifications, Proposal, and Contract Documents for:

NE 132nd Street/Juanita High School Access Road Intersection Improvements

Job No. 48-20-PW

City of Kirkland
Department of Public Works
123 Fifth Avenue
Kirkland, Washington 98033
CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS

NE 132nd Street/Juanita High School Access Road Intersection
Improvements
CIP NO. TRC-093
JOB NO. 48-20-PW

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

BRIAN L. SOURWINE
STATE OF WASHINGTON
PROFESSIONAL ENGINEER
36091
2/1/22

Brian L. Sourwine, P.E.
Project Engineer
G&O #18654

Approved for Construction:

Rod Steitzer, P.E.
Capital Projects Manager
Invitation to Bid ...........................................................................................................(Tan)
Proposal and Contract Documents ...........................................................................(White)
Special Provisions .....................................................................................................(Blue)
Prevailing Wage Rates ..............................................................................................(Yellow)
Appendices ..................................................................................................................(White)

Appendix A: Preapproved Plans and Notes
Appendix B: Permits
Appendix C: Boring Logs (For Information Only)
INVITATION TO BID
INVITATION TO BID

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at 2:00 P.M, local time on March 17, 2022, for the project hereinafter referred to as:

**NE 132ND ST / JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION IMPROVEMENTS**
**CIP NO. TRC0930000**
**JOB NO. 48-20-PW**

At said time all bids will be opened and publicly read aloud. Each bid shall be accompanied by a bid proposal deposit in the form of a cashier’s check or 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 constructions of the **NE 132ND ST / JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION IMPROVEMENTS**

Specific work includes, but is not limited to, excavation, large gravity block retaining wall, cement concrete sidewalk, curb ramps, asphalt paving, traffic signal system modification, pavement markings, property restoration, franchise utility relocation and other work incidental to complete the project. The estimated cost for this project is in a range of $900,000 to $1,150,000.

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

Questions regarding this project shall be submitted in writing to Scott Gonsar via email at sgonsar@kirklandwa.gov. Questions via phone will not be accepted. Bidders shall submit questions no later than 3:00 P.M. on March 14, 2022.

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) after the actual date of the bid opening.

Published: Daily Journal of Commerce – March 2, 2022: March 9, 2022
GENERAL INFORMATION, PROPOSAL, & CONTRACT
# CITY OF KIRKLAND

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**MUST BE SUBMITTED WITH PROPOSAL**
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.
CITY OF KIRKLAND
SUBCONTRACTOR RESPONSIBILITY CRITERIA

☐ A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

☐ B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

☐ 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

☐ 2. Have a current Washington Unified Business Identifier (UBI) number;

☐ 3. Have:
   a) Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RC
   b) A Washington Employment Security Department number, as required in Title 50 RCW;
   c) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
   d) An electrical contractor license, if required by Chapter 19.28 RCW;
   e) An elevator contractor license, if required by Chapter 70.87 RCW.

☐ 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3). Meet responsibility criteria in RCW 39.04.350

☐ 5. Until December 31, 2017, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

☐ 6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.
MUST BE SUBMITTED WITH PROPOSAL

CITY OF KIRKLAND
BID PROPOSAL

NE 132RD STREET/JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION
IMPROVEMENTS
CIP NO. TRC0930000
JOB NO. 48-20-PW

To: Director of Finance
City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official or employee of the City of Kirkland, hereinafter called the Owner; and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The bidder further declares that it has carefully examined the contract documents for the construction of the project; that it has personally inspected the site; that it has satisfied itself as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents; and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder further agrees that it has exercised its own judgment regarding the interpretation of subsurface information and has utilized all data which it believes pertinent from the engineer-architect, owner, and other sources in arriving at its conclusions.

The bidder agrees to hold its bid proposal open for 45 days after the actual date of bid opening and to accept the provisions of the Instructions to Bidders regarding disposition of bid bond.

The bidder agrees that if this proposal is accepted, it will, within ten (10) calendar days after notification of acceptance, execute the contract with the Owner in the form of contract included in the contract documents, and will, at the time of execution of the contract, deliver to the Owner the Performance and Payment Bond and all Certificates of Insurance required therein, and will, to the extent of its proposals, furnish all machinery, tools, apparatus, and other means of construction and do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the engineer or other project manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work within ten (10) calendar days after the date of the execution of the contract and to complete the construction within the time specified in Section 1-08.5 of the Special Provisions.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the Owner per the specifications contained in the contract documents.
The bidder further proposes to accept as full payment for the work proposed herein, the amounts computed under the provisions of the contract documents and based upon the lump sum and unit price amounts entered by the bidder for the various bid items included in the Bid Schedule. The bidder further agrees the lump sum and unit prices entered for the various bid items included in the Bid Schedule include all use taxes, overhead, profit, bond premiums, insurance premiums and all other miscellaneous and incidental expenses as well as all costs of materials, labor, tools and equipment required to perform and complete the work.

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

The undersigned bids and agrees to complete all construction of the NE 132ND STREET/JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION IMPROVEMENTS; JOB NO. 48-20-PW for the following:

Total Computed Price (in figures): $_____________

Washington State Sales Tax 10.2% (in figures): $not applicable

Total Bid (in figures): $_____________

Total Bid (in words): __________________________________________________________

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

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

CONTRACTOR (Firm Name) Location or Place Executed: (City, State)

By __________________________ Name and title of person signing

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

Washington State Contractor's Registration Number Contractor's Industrial Insurance Account Number
Employment Security Identification Number

Uniform Business Identification (UBI) Number

Contractor’s Address:

___________________________________

Telephone Number

___________________________________

Fax Number

___________________________________

EMAIL

** Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for NE 132ND STREET/JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION IMPROVEMENTS; JOB NO. 48-20-PW.
CITY OF KIRKLAND
BID SCHEDULE
NE 132\textsuperscript{ND} STREET/JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION
IMPROVEMENTS
JOB NO. 48-20-PW

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

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<th>Item Description</th>
<th>Spec Ref.</th>
<th>Est. Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>Minor Changes</td>
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<td>190</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46.</td>
<td>Plastic Line</td>
<td>8-22.5</td>
<td>510</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47.</td>
<td>Painted Wide Lane Line</td>
<td>8-22.5</td>
<td>170</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48.</td>
<td>Plastic Crosswalk Line</td>
<td>8-22.5</td>
<td>590</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49.</td>
<td>Plastic Traffic Arrow</td>
<td>8-22.5</td>
<td>4</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50.</td>
<td>Plastic Bicycle Lane Symbol</td>
<td>8-22.5</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51.</td>
<td>Plastic Stop Line</td>
<td>8-22.5</td>
<td>70</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52.</td>
<td>Plastic Intersection Bike Lane Pavement Marking</td>
<td>8-22.5</td>
<td>340</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53.</td>
<td>Segmental Concrete Retaining Wall</td>
<td>8-24.5</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54.</td>
<td>Modular Block Wall</td>
<td>8-24.5</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL COMPUTED PRICE:** $__________
BID DEPOSIT

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

SIGN HERE__________________________________

BID BOND

KNOW ALL 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
NE 132ND STREET/JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION
IMPROVEMENTS
CIP NO. TRC0930000
JOB NO. 48-20-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:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Amount</th>
<th>Owner/Agency</th>
<th>Contact</th>
<th>Phone</th>
<th>Year Completed</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

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: ____________________________________________

- make additional pages if necessary -

Work to be performed by Prime Contractor:
Item Numbers: ____________________________________________

- make additional pages if necessary -
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:
INFORMATION ONLY

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

- Page 1

### Performance and Payment Bond

- Page 3

### Labor and Material Payment Bond

- Page 4

### Contractor's Declaration of Option for Management of Statutory Retained Percentage

- Page 6

### Retainage Bond

- Page 7

### Retained Percentage Escrow Agreement

- Page 8

### Retainage Release Requirements

- Page 11
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."

WITNESSETH:

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: "NE 132ND STREET/JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION IMPROVEMENTS; JOB NO. 48-20-PW"

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

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

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

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

CONTRACTOR (Firm Name)
Signature of authorized officer

Name and title of officer (print or type)

WA Contractor’s Registration Number

Industrial Insurance Account Number

Uniform Business Identification (UBI) Number

Phone Number

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

STATE OF WASHINGTON )
) SS
COUNTY OF KING )

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

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

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

(For individuals and d/b/a’s)

STATE OF WASHINGTON )
) SS
COUNTY OF KING )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ________________________________, 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 name of surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) in the sum of ___________________________ dollars ($_____________), lawful money of the United States of America, plus the total amount of extra orders issued by the City to the Principal pursuant to the terms of the Contract referred to in the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for NE 132ND STREET/JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION IMPROVEMENTS; JOB NO. 48-20-PW, which is hereby made a part of this bond as if fully set forth herein;

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

1. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety; and

2. If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder;

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

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

Signed this _________ day of ________________________, 2____.

Principal: ___________________________ By: ___________________________
Title: ___________________________ By: ___________________________
Address: ___________________________ Address: ___________________________
City/Zip: ___________________________ City/Zip: ___________________________
Telephone: ( ) ___________________________ Telephone: ( ) ___________________________

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.
LABOR, MATERIAL AND TAXES PAYMENT BOND
Surety to have an A.M. Best rating of A-:VII or better.

Bond No. ________________________________

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

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for NE 132ND STREET/JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION IMPROVEMENTS; JOB NO. 48-20-PW, which contract is by this reference made a part hereof;

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

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

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

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

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

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

Signed this ______________ day of ______________, 2____

Principal: ______________________________

By: ______________________________

Title: ______________________________

Address: ______________________________

City/Zip: ______________________________

Telephone: ( ) ______________________________

Surety: ______________________________

By: ______________________________

Title: ______________________________

Address: ______________________________

City/Zip: ______________________________

Telephone: ( ) ______________________________

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

END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM
CITY OF KIRKLAND
CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE
NE 132ND STREET/JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION IMPROVEMENTS
JOB NO. 48-20-PW

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

Select One

[ ] (1) Retained in a fund by the City. No interest will be earned on the retained percentage amount under this election.

[ ] (2) Retainage Bond

[ ] (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. (For the convenience of those Contractors choosing option (3) a City approved Form of Escrow Agreement is included on the next page and should be completed and submitted with the executed contract.)

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

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

CONTRACTOR:

Signature: __________________________________________

Print or Type Name: ____________________________________

Title: ________________________________________________

Date: ________________________________________________
# RETAINAGE BOND

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

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>_____________________________________</th>
</tr>
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<tbody>
<tr>
<td>Contract Number</td>
<td>_____________________________________</td>
</tr>
<tr>
<td>Contractor Name</td>
<td>_____________________________________</td>
</tr>
</tbody>
</table>

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**

By: _____________________________________
Name/Title

OF: _____________________________________

Surety Name and Local Office of Agent: _____________________________________

Surety Address and Phone of Local Office and Agent: _____________________________________

**PRINCIPAL**

By: _____________________________________
Name/Title

OF: _____________________________________

_____________________________________
CITY OF KIRKLAND
RETAINED PERCENTAGE ESCROW AGREEMENT
NE 132ND STREET/JUANITA HIGH SCHOOL ACCESS ROAD INTERSECTION IMPROVEMENTS
JOB NO. 48-20-PW

Escrow No. ____________________________

City of Kirkland
123 Fifth Avenue
Kirkland, Washington  98033

Contractor: ____________________________
Address: ______________________________

Project Description: ____________________

_____________________________________

TO:  Escrow Bank or Trust Company:
Name: ________________________________
Address: ______________________________
Attention: ____________________________

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

INSTRUCTIONS

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City of Kirkland. Attached is a list of such bonds, or other securities approved by the City of Kirkland. Other bonds or securities, except stocks, may be selected by the Contractor, subject to the express written approval of the City of Kirkland. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so at the direction of the City of Kirkland and Contractor.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the City of Kirkland's warrants) except in accordance with written instructions from the City of Kirkland. Compliance with such instructions shall relieve you of any further liability.

______________________________

______________________________

______________________________
related thereto. The estimated completion date on the contract underlying this Escrow Agreement is ________________.

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

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City of Kirkland directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for hereinafore. 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: ________________________________  By: ________________________________
     Signature

     ________________________________  ________________________________
     Print or Type Name

     ________________________________  ________________________________
     Title

Address: ______________________________  123 Fifth Avenue
         Kirkland, Washington  98033

The above escrow instructions received and accepted this ____ day of ___________________, 2____.

ESCROW BANK OR TRUST CO:

_______________________________

By: _____________________________
     Authorized Signature

     ______________________________
     Print or Type Name

     ______________________________
     Title

Securities Authorized by City of Kirkland (select one):

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

RETURN THIS SIGNED AGREEMENT TO:

City of Kirkland  Attn: Purchasing Agent
123 Fifth Avenue
Kirkland, Washington  98033
CITY OF KIRKLAND
RETAINAGE RELEASE REQUIREMENTS

DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

1. Intent to Pay Prevailing Wage (Contractor must generation including for subcontractors)
   Department of Labor/Industries
   Employment Standards Division
   General Administration Building
   Olympia, Washington 98504
   (360) 956-5335

2. Notice of Completion of Public Works Contract (City generates)
   Department of Revenue
   Excise Tax Division
   Olympia, Washington 98504

3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)
   Department of Labor/Industries

4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)
   Department of Revenue
   Department of Labor and Industries
   Employment Security Department

5. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City
   (Responsibility of Contractor to obtain)
   Claims against retainage or Payment Bond filed with City by any such subcontractor, workman, or material supplier.

6. Current insurance certificate through retainage release (Contractor generates)

7. Produce final invoice for retainage if bond is not selected (Contractor generates)
SPECIAL PROVISIONS

Supplement to

2022

WSDOT Standard Specification

City of Kirkland
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 the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.


The accompanying Plans and these Specifications and any Addenda thereto, show and describe the location and type of work to be performed under the NE 132nd Street/Juanita High School Access Road Intersection Improvements.

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

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

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

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

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

**City of Kirkland GSPs** are commonly applicable to City of Kirkland projects. Denoted as: *(date COK GSP)*

**Project Specific Special Provisions** normally appear only in the contract for which they were developed. Denoted as: *(******)*

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition
- City of Kirkland Public Works Department Pre-Approved Plans and Policies.

Contractor shall obtain copies of these publications, at Contractor’s own expense.
DIVISION 1 - GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This contract provides for the improvement of the construction of the NE 132nd Street/Juanita High School Access Road Intersection Improvements. Specific work includes, but is not limited to, excavation, large gravity block retaining wall, cement concrete sidewalk, curb ramps, asphalt paving, traffic signal system modification, pavement markings, property restoration, and other work incidental to complete the project, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

(January 4, 2016 APWA GSP)
1-01.3 Definitions

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

Dates

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

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

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

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

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

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

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

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

Supplement this Section with the following:

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

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

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

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

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

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

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

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

Contract Documents
See definition for “Contract”.

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

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

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

Traffic
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.
1-02 BID PROCEDURES AND CONDITIONS

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

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

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

(January 1, 2016 COK GSP)

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

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

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

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

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

1. Criterion. The bidder must demonstrate a record of successful and timely resolution of Change Orders including compliance with public contract Change Order resolution procedures (e.g. timely notice of event giving rise to the Change Order, timely submission of a statement of the cost and/or impact of the Change Order unless the bidder is able to show extenuating circumstances that explain bidder’s failure to timely provide such information to the satisfaction of Contracting Agency.
2. Documentation. As evidence that the bidder meets the supplemental responsibility criteria, after bids are opened and within two (2) business days of the public notice of Contracting Agency's tabulation of bids, the lowest responsive bidder must submit the following documentation of public works projects completed within the previous three (3) years and include for each project the following:

   a. The Owner and contact information for the Owner;

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

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

(June 27, 2011 APWA GSP)

1-02.2 Plans and Specifications

Delete this section and replace it with the following:

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

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (11&quot; x 17&quot;)</td>
<td>3</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Contract Provisions</td>
<td>3</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (e.g., 22&quot; x 34&quot;)</td>
<td>3</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

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

(August 15, 2016 APWA GSP Option B)

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 5 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.
The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

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.

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

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

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

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

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

(March 8, 2013 APWA GSP)  
1-02.7 Bid Deposit  
Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

(January 1, 2016 COK GSP)  
1-02.8 Noncollusion Declaration and Lobbying Certification  
The following new paragraph is inserted at the end of Section 1-02.8:

Conflicts of Interest

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

(December 19, 2019 APWA GSP, Option A)  
1-02.9 Delivery of Proposal  
Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call 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:

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

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

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

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other that that specified in the Call for Bids. The Contracting Agency will not open or consider any “Supplemental Information” (UDPE 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.
(December 19, 2019 APWA GSP)
1-02.13 Irregular Proposals
Delete this section and replace it with the following:

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

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

(May 17, 2018 APWA GSP, Option A)
1-02.14 Disqualification of Bidders
Delete this section and replace it with the following:

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

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

(August 14, 2013 APWA GSP)
1-02.15 Pre Award Information
Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT
(January 23, 2006 APWA GSP)
1-03.1 Consideration of Bids
Revise the first paragraph to read:

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

(October 1, 2005 APWA GSP)
1-03.3 Execution of Contract

Revise this section to read:

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

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

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

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

(January 1, 2016 COK GSP)

1-03.4 Contract Bond

Revise the first paragraph to read:

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

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

(November 30, 2018 APWA GSP)
1-03.7 Judicial Review

Revise this section as follows:

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

1-04 SCOPE OF THE WORK

(January 1, 2016 COK GSP)
1-04.1 Intent of the Contract

Section 1-04.1 is supplemented with the following:

All materials, tools, labor, and guarantees thereof of required to complete the work shall be furnished and supplied in accordance with the Plans, these Special Provisions, the Standard Specifications, and City of Kirkland Pre-Approved (Standard) Plans and Policies. The Contractor shall include all costs of doing this work within the contract bid item prices.

(March 13, 2012 APWA GSP)
1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency’s Standard Plans, or Details (if any),
8. Contracting Agency’s Standard Policies, and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to $15,000 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.

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.

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

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

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

The Contractor shall:

1. Remove all rubbish, surplus materials, discarded materials, falsework, piling, camp buildings, temporary structures, equipment, and debris;
2. Remove from the Project, all unneeded, oversized rock left from grading, surfacing, or paving unless the Contract specifies otherwise or the Engineer approves otherwise;
3. On all concrete and asphalt pavement work, flush the pavement clean and remove the wash water and debris;
4. Sweep and flush structure decks and remove wash water and debris;
5. Clean out from all open culverts and drains, inlets, catch basins, manholes and water main valve chambers, within the limits of the Project Site, all dirt and debris of any kind that is the result of the Contractor's operations;
6. Level and fine grade all excavated material not used for backfill where the Contract requires;
7. Fine grade all slopes;
8. Upon completion of grading and cleanup operations at any privately-owned site for which a written agreement between the Contractor and property owner is required, the Contractor shall obtain and furnish to the Engineer a written release from all damages, duly executed by the property owner, stating that the restoration of the property has been satisfactorily accomplished. All costs associated with cleanup shall be incidental to the Work and shall be included in the various Bid items in the Bid, and shall be at no additional cost to the Owner.

1-04.12 Water, Electrical Power, Telecommunications, and Sanitary Sewer Requirements (New Section)
Except where specifically indicated otherwise in the Contract Documents, the Contractor shall make all necessary arrangements and bear all costs as incidental to the Contract for permits, temporary hook-ups, usage fees, and decommissioning of temporary services for all water, electrical power, telecommunications, and/or sanitary sewer services necessary for performance of the Work.

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 clean up 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.

Add the following two new sub-sections:

(January 1, 2016 COK GSP)
1-05.4(1) Roadway and Utility Surveys
The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the improvements under this contract. Except for the survey control data furnished by the Owner, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

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

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

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

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

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

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

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

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

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.
(July 23, 2015 APWA GSP)

1-05.4(2) Bridge and Structure Surveys

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

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

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

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

<table>
<thead>
<tr>
<th>Survey</th>
<th>Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stationing</td>
<td>± 0.01 foot</td>
</tr>
<tr>
<td>Alignment</td>
<td>± 0.01 foot (between successive points)</td>
</tr>
<tr>
<td>Superstructure Elevations</td>
<td>± 0.01 foot (from plan elevations)</td>
</tr>
<tr>
<td>Substructure Elevations</td>
<td>± 0.05 foot (from plan elevations)</td>
</tr>
</tbody>
</table>

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

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

(October 1, 2005 APWA GSP)

1-05.7 Removal of Defective and Unauthorized Work

Supplement this section with the following:

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

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

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.
No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency’s rights provided by this Section.

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

(January 1, 2016 COK GSP)
1-05.9 Equipment

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

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

(January 1, 2016 COK GSP)
1-05.10 Guarantees

Section 1-05.10 is supplemented as follows:

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

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

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

1-05.12(1) One-Year Guarantee Period

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

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

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

(August 14, 2013 APWA GSP)
1-05.13 Superintendents, Labor and Equipment of Contractor

Delete the sixth and seventh paragraph of this section.

(March 13, 1995 WSDOT GSP)
1-05.14 Cooperation With Other Contractors

This Section is supplemented with the following:

Other Contracts or Other Work

It is anticipated that the following work adjacent to or within the limits of this project will be performed by other during the course of this project and will require coordination of the work:

Puget Sound Energy – relocation of utility poles and associated work along south side of NE 132nd Street within the project limits, as well as east and west of project limits.

Lumen, Comcast – Telecommunication lines will also be transferred from existing to new utility poles, by respective utility purveyors.

PSE, Lumen, Comcast, or their contractors will be provided a 15-working-day window. During this period, the Contractor must accommodate the utility company work, including traffic control and space requirements necessary to perform their work. The Contractor is responsible for planning and coordinating this utility work into their project schedule. The 15-working-day window is included in the allotted working day for the contract; unworkable days will not be allowed due to this accommodation of the utility companies or their contractors within this 15-working-day window.

(*****)

The contractor shall coordinate the work within the 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 the 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 work or adjustments. 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 work.
- Providing each utility with a three week look ahead 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 work the regard schedules and coordination shall be documented on a record of communication and provided it the Owner.

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

(March 25, 2009 APWA GSP)  
1-05.15 Method of Serving Notices

Revise the second paragraph to read:

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

(October 1, 2005 APWA GSP)  
1-05.16 Water and Power

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

Add the following new section:

(March 8, 2013 APWA GSP)  
1-05.18 Record Drawings

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

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

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.
The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Vertical</th>
<th>Horizontal</th>
</tr>
</thead>
<tbody>
<tr>
<td>As-built sanitary &amp; storm invert and grate elevations</td>
<td>± 0.01 ft</td>
<td>± 0.01 ft</td>
</tr>
<tr>
<td>As-built monumentation</td>
<td>± 0.001 ft</td>
<td>± 0.001 ft</td>
</tr>
<tr>
<td>As-built waterlines, inverts, valves, hydrants</td>
<td>± 0.10 ft</td>
<td>± 0.10 ft</td>
</tr>
<tr>
<td>As-built ponds/swales/water features</td>
<td>± 0.10 ft</td>
<td>± 0.10 ft</td>
</tr>
<tr>
<td>As-built buildings (fin. Floor elev.)</td>
<td>± 0.01 ft</td>
<td>± 0.10 ft</td>
</tr>
<tr>
<td>As-built gas lines, power, TV, Tel, Com</td>
<td>± 0.10 ft</td>
<td>± 0.10 ft</td>
</tr>
<tr>
<td>As-built signs, signals, etc.</td>
<td>N/A</td>
<td>± 0.10 ft</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Record Drawings</th>
<th>Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Minimum Bid $1,000)</td>
<td></td>
</tr>
</tbody>
</table>

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

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

(November 19, 2019 COK GSP)
1-05.19 Daily Construction Report

Add the following new Section:

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

Every single diary sheet/page must have:

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

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

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

12. Any other information that serves to give an accurate and complete record of the nature, quantity, and quality of Contractor’s progress on each day.

13. Add; Officials and visitors onsite

14. Change Orders

15. Occurrence of testing, staking or special inspections

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

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

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

1-06 CONTROL OF MATERIAL

(January 1, 2016 COK GSP)
1-06.1 Approval of Materials Prior to Use

Section 1-06.1 is supplemented as follows:

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

(June 27, 2011 AWPA GSP)
1-06.1(4) Fabrication Inspection Expense

Delete this section in its entirety.

(January 4, 2016 APWA GSP)
1-06.6 RECYCLED MATERIALS

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

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

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Table 9-03.21(1)E in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor’s report shall be provided on DOT form 350-075 Recycled Materials Reporting.
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

(January 1, 2016 COK GSP)
1-07.1 Laws to Be Observed

Section 1-07.1 is supplemented with the following:

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

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

Compliance with Laws

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

(May 13, 2020 WSDOT GSP)

This Section is supplemented with the following:

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

(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)
Contractor’s Safety Responsibilities

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

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

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

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

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

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

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

(June 27, 2011 APWA GSP)

1-07.2 State Taxes

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

1-07.2 State Sales Tax

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.4 Sanitation

1-07.4(2) Health Hazards

(May 13, 2020 WSDOT GSP)

This Section is supplemented with the following:

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

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

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

The CHSP shall address the health and safety of all people associated with the project including State workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.
COVID-19 Health and Safety Plan (CHSP) Inspection
The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

1-07.7 Load Limits
Section 1-07.7 is supplemented with the following:

(March 13, 1995 WSDOT GSP)
If the sources of materials provided by the contractor necessitates hauling over roads other than State Highway, the Contractor shall, at the Contractor’s expense, make all arrangements for the use of the haul routes.

(October 1, 2020 APWA GSP, Option A)
1-07.11 Requirements for Nondiscrimination
Supplement this section with the following:

**Disadvantaged Business Enterprise Participation**
The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT’s official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation monthly as described elsewhere in these Contract Provisions. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

**DBE Abbreviations and Definitions**
**Broker** – A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the Contract, or, persons/companies who arrange or expedite transactions.

**Certified Business Description** – Specific descriptions of work the DBE is certified to perform, as identified in the Certified Firm Directory, under the Vendor Information page.


**Commerically Useful Function (CUF)**
49 CFR 26.55(c)(1) defines commercially useful function as: “A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate
with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors."

**Contract** – For this Special Provision only, this definition supplements Section 1-01.3. 49 CFR 26.5 defines contract as: "... a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract."

**Disadvantaged Business Enterprise (DBE)** – A business firm certified by the Washington State Office of Minority and Women’s Business Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE certification.

**Force Account Work** – Work measured and paid in accordance with Section 1-09.6.

**Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract. A DBE Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them.

**Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the DBE firm must be an established regular business that engages in as its principal business and in its own name the purchase and sale of the products in question. A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum products need not own, operate or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers’ representatives, or other persons who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

**DBE Goals**

No DBE goals have been assigned as part of this Contract.

**Affirmative Efforts to Solicit DBE Participation**

The Contractor shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner to provide notice of the opportunity to DBEs capable of performing the work. All advertisements should include a Contract Provision encouraging participation by DBE firms. This may be accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting Bids/Proposals directly from DBEs.

2. Establish delivery schedules that encourage participation by DBEs and other small businesses.

3. Participate with a DBE as a joint venture.
DBE Eligibility/Selection of DBEs for Reporting Purposes Only
Contractor may take credit for DBEs utilized on this Contract only if the firm is certified for the Work being performed, and the firm performs a commercially useful function (CUF).

Absent a mandatory goal, all DBE participation that is attained on this project will be considered as “race neutral” participation and shall be reported as such.

Crediting DBE Participation
All DBE Subcontractors shall be certified before the subcontract on which they are participating is executed.

Be advised that although a firm is listed in the directory, there are cases where the listed firm is in a temporary suspension status. The Contractor shall review the OMWBE Suspended DBE Firms list. A DBE firm that is included on this list may not enter into new contracts that count towards participation.

DBE participation is only credited upon payment to the DBE.

The following are some definitions of what may be counted as DBE participation.

**DBE Prime Contractor**
Only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime Contractor performs with its own forces and is certified to perform.

**DBE Subcontractor**
Only take credit for that portion of the total dollar value of the subcontract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces. The value of work performed by the DBE includes the cost of supplies and materials purchased by the DBE and equipment leased by the DBE, for its work on the contract. Supplies, materials or equipment obtained by a DBE that are not utilized or incorporated in the contract work by the DBE will not be eligible for DBE credit.

The supplies, materials, and equipment purchased or leased from the Contractor or its affiliate, including any Contractor’s resources available to DBE subcontractors at no cost, shall not be credited.

DBE credit will not be given in instances where the equipment lease includes the operator. The DBE is expected to operate the equipment used in the performance of its work under the contract with its own forces. Situations where equipment is leased and used by the DBE, but payment is deducted from the Contractor’s payment to the DBE is not allowed.

If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be credited only if the DBE’s Lower-Tier Subcontractor is also a DBE. Work subcontracted to a non-DBE shall not be credited.

Count expenditures toward race/gender-neutral participation only if the DBE is performing a CUF on the contract.

**DBE Subcontract and Lower Tier Subcontract Documents**
There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE. The subcontract agreement shall incorporate requirements of the primary Contract. Subcontract agreements of all tiers, including lease agreements shall be readily available at the project site for the Engineer review.
**DBE Service Provider**

The value of fees or commissions charged by a DBE Broker, a DBE behaving in a manner of a Broker, or another service provider for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance specifically required for the performance of the contract will only be credited as DBE participation, if the fee/commission is determined by the Contracting Agency to be reasonable and the firm has performed a CUF.

**Temporary Traffic Control**

If the DBE firm is being utilized in the capacity of only “Flagging”, the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment (e.g. paddles, hard hats, and vests).

If the DBE firm is being utilized in the capacity of “Traffic Control Services”, the DBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project. In addition, if the DBE firm utilizes the Contractor’s equipment, such as Transportable Attenuators and Portable Changeable Message Signs (PCMS) no DBE credit can be taken for supplying and operating the items.

**Trucking**

DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier. In situations where the DBE’s work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials in order to determine DBE credit for hauling.

The DBE trucking firm must own and operate at least one licensed, insured and operational truck on the contract. The truck must be of the type that is necessary to perform the hauling duties required under the contract. The DBE receives credit for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.

The DBE may lease additional trucks from another DBE firm. The Work that a DBE trucking firm performs with trucks it leases from other certified DBE trucking firms qualify for 100% DBE credit

The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work done on the project. The DBE may lease trucks from a non-DBE truck leasing company, but can only receive credit as DBE participation if the DBE uses its own employees as drivers.

DBE credit for a truck broker is limited to the fee/commission that the DBE receives for arranging transportation services.

Truck registration and lease agreements shall be readily available at the project site for the Engineer review.

**DBE Manufacturer and DBE Regular Dealer**

One hundred percent (100%) of the cost of the manufactured product obtained from a DBE Manufacturer can count as DBE participation.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited as DBE participation. If the role of the DBE Regular Dealer is determined to be that of a pass-through, then no DBE credit will be given for its services. If the role of the DBE Regular Dealer is determined to be that of a Broker, then DBE credit
shall be limited to the fee or commission it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

Regular Dealer DBE firms must be approved before being used on a project. The WSDOT Approved Regular Dealer list published on WSDOT’s Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. The Regular Dealer must submit the Regular Dealer Status Request form a minimum of five days prior to being utilized on the specific project.

Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular dealer, (i.e. Broker) only the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, can count as DBE participation provided the fees are not excessive as compared with fees customarily allowed for similar services. Documentation will be required to support the fee/commission charged by the DBE. The cost of the materials and supplies themselves cannot be counted toward as DBE participation.

Note: Requests to be listed as a Regular Dealer will only be processed if the requesting firm is a material supplier certified by the Office of Minority and Women’s Business Enterprises in a NAICS code that falls within the 42XXXX NAICS Wholesale code section.

Procedures Between Award and Execution
After Award and prior to Execution, the Contractor shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder’s Proposal bond or deposit.

1. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not. Include the business name and mailing address.

   Note: The firms identified by the Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three-years.

Procedures After Execution
Commercially Useful Function (CUF)
The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be commensurate with the work actually performed by the DBE. This applies to all DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a DBE does not perform “all” of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be readily available for review by the Engineer.

In order for a DBE traffic control company to be considered to be performing a CUF, the DBE must be in control of its work inclusive of supervision. The DBE shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services.
The DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation.

The following are some of the factors that the Engineer will use in determining whether a DBE trucking company is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.

- The DBE shall with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE’s payroll.

- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.

- Leased trucks shall display the name and identification number of the DBE.

**Joint Checking**

A joint check is a check between a Subcontractor and the Contractor to the supplier of materials/supplies. The check is issued by the Contractor as payer to the Subcontractor and the material supplier jointly for items to be incorporated into the project. The DBE must release the check to the supplier, while the Contractor acts solely as the guarantor.

A joint check agreement must be approved by the Engineer and requested by the DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to its use. The form must accompany the DBE Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

The approval to use joint checks and the use will be closely monitored by the Engineer. To receive DBE credit for performing a CUF with respect to obtaining materials and supplies, a DBE must “be responsible for negotiating price, determining quality and quantity, ordering the material and installing and paying for the material itself.” The Contractor shall submit DBE Joint Check Request Form for the Engineer approval prior to using a joint check.

Material costs paid by the Contractor directly to the material supplier is not allowed. If proper procedures are not followed or the Engineer determines that the arrangement results in lack of independence for the DBE involved, no DBE credit will be given for the DBE’s participation as it relates to the material cost.

**Prompt Payment**

Prompt payment to all subcontractors shall be in accordance with Section 1-08.1. Prompt Payment requirements apply to progress payments as well as return of retainage.

**Reporting**

The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to perform work on the project, shall maintain appropriate records that will enable the Engineer to verify DBE participation throughout the life of the project.

Refer to Section 1-08.1 for additional reporting requirements associated with this Contract.
**Decertification**
When a DBE is “decertified” from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation as long as the subcontract with the DBE was executed prior to the decertification notice. The Contractor is obligated to substitute when a DBE does not have an executed subcontract agreement at the time of decertification.

**Consequences of Non-Compliance**
Each contract with a Contractor (and each subcontract the Contractor signs with a Subcontractor) must include the following assurance clause:

The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

**Payment**
Compensation for all costs involved with complying with the conditions of this Specification and any other associated DBE requirements is included in payment for the associated Contract items of Work, except otherwise provided in the Specifications.

(January 3, 2020 APWA GSP, Option A)
1-07.9(5) Required Documents
Delete this section and replace it with the following:

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

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

1. The approved “Statement of Intent to Pay Prevailing Wages” State L&I’s form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.

2. The approved “Affidavit of Prevailing Wages Paid”, State L&I’s form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until “Affidavit of Prevailing Wages Paid” forms have been approved by State L&I.
and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

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

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

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

*(January 1, 2016 COK GSP)*
1-07.14 **Responsibility for Damage**

Section 1-07.14 is supplemented with the following:

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

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

*(January 10, 2019 COK GSP)*

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

Add the following as the second paragraph of this section:

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

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

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

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

(January 1, 2016 COK GSP)
1-07.16 Protection and Restoration of Property
1-07.16(3) Fences, Mailboxes, Incidentals

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

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

(January 1, 2020 COK GSP)
1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Agency/Company</th>
<th>Address</th>
<th>Contact</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water/Sewer</td>
<td>City of Kirkland</td>
<td>123 Fifth Avenue Kirkland, WA 98033</td>
<td>Josh Pantzke</td>
<td>(425) 587-3900</td>
</tr>
<tr>
<td>Storm Drainage</td>
<td>City of Kirkland</td>
<td>123 Fifth Avenue Kirkland, WA 98033</td>
<td>Josh Pantzke</td>
<td>(425) 587-3900</td>
</tr>
<tr>
<td>Water / Sewer (North area of Kirkland)</td>
<td>Northshore Utility District</td>
<td>6380 NE 185th St Kenmore, WA 98028</td>
<td>George Matote</td>
<td>(425) 398-4400</td>
</tr>
</tbody>
</table>
Utility | Agency/Company | Address | Contact | Phone |
--- | --- | --- | --- | --- |
Street | 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 | Jeanne Coleman | (425) 449-7410 |
Electric | Puget Sound Energy | 35131 SE Center St Snoqualmie, WA 98065 | Fremont Agualdo | (425) 223-0936 |
Telephone/ FIOS | Ziply Fiber | | | | (425) 263-4019 |
Cable Television | Comcast | 1525 - 75th St SW, Suite 200 Everett, WA 98203 | Joe Fordon | (425) 263-5348 |
Network | Verizon/MCI | 11311 NE 120th St Kirkland, WA 98034 | Brad Landis | (425) 201-0901 |
| | | | Scott Christenson | (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 | (425) 981-2575 |
| | | | Joseph Stone | (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.

1-07.17(3) Interruption of Service

Whenever in the course of the construction operation it becomes necessary to cause an outage of utilities, it shall be Contractor’s responsibility to coordinate with the utility company to minimize outages and provide a notice of outages a minimum of 72 hours prior to the outage. Contractor shall make reasonable effort to minimize the duration of outages, and shall estimate the length of time service will be interrupted and notify the users. In the case of any utility outage that has exceeded or will exceed four hours, user contact shall again be made.

Locations and dimensions for existing buried facilities are not shown in the plans and it is the Contractor’s responsibility to locate these utilities prior to any excavation work.

(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
- Consultants hired by the Contracting Agency to administer the construction
- Gray & Osborne, Inc.

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 million each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor’s Commercial General and Auto Liability insurance.

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

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

*(January 4, 2016 APWA GSP)*

1-07.18(5)K  Professional Liability

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

Such policy shall provide the following minimum limits:

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

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

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.
1-07.23 Public Convenience and Safety

Section 1-07.23 is supplemented with the following:

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

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

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

(1) Public Convenience and Safety

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.

(January 5, 2015 WSDOT GSP)
Lane closures are subject to the following restrictions:

- Local Access must be maintained at all times except during asphalt curing periods. Contractor shall give residents 5 days notice prior to limiting access to their property. The notice shall give the day and time frame (not to exceed 8 hours) that there will be no access to their property to allow the asphalt to cure. The notice shall be hand delivered or overnighted to each resident 5 days prior to the closure.

- Contractor shall return all lanes to normal operations at the end of each working day or provide temporary pavement markings and/or signal detection along with traffic control devices. Tape may be used for temporary pavement markings for a maximum of 1 week. If temporary pavement markings are required longer than 1 week then raised pavement markers shall be used.

- Contractor will be allowed to limit traffic to alternating traffic direction (One lane closure) during daytime work hours as follows with prior notification to the Engineer:
  - 9:00 am to 3:00 pm Monday through Friday

- Contractor will not be allowed to work nights without prior approval from the Engineer.

- Contractor shall install a portable message sign on each end of the project as follows:
  - 5 days prior to limiting access to property owners/paving operations. The message shall give the date and time of the occurrence.
  - During the closure the message shall state “Expect delays from ___Street to ___Street.”

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After 12:00 noon on the day prior to a holiday or holiday weekend, and
4. Before 8:00 a.m. on the day after the holiday or holiday weekend.
(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.
The Contractor shall file with the Engineer signed property release forms (in the format as detailed below) for all properties disturbed or damaged by the Contractor's operations.

**PROPERTY RELEASE**

____________________________________

I, ______________________________________________________________ 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: _______________________________________

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

Add the following new section:

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

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

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

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

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

(August 16, 2019 COK GSP)

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 3:00 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:

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

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.

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

Cabinet turn-on shall be limited to Tuesdays through Thursdays only, and coordinated with the City of Kirkland’s Signal Technicians. The City of Kirkland prefers that cabinet turn-on be scheduled on Tuesdays, if possible.
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.

(August 7, 2006 WSDOT GSP)
The Contractor shall begin work no earlier than June 20, 2022.

(November 30, 2018 APWA GSP, Option A)
1-08.5 Time for Completion

Revise the third and fourth paragraphs to read:

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

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

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

Revise the sixth paragraph to read:

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

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

*(January 1, 2016 COK GSP)*

Section 1-08.5 is supplemented with the following:

This project shall be physically completed in its entirety within 45 working days.

(******)

Section 1-08.5 is supplemented with the following:

Contract time will be extended a maximum of 60 working days if approved by the Engineer to allow PSE and Comcast to relocate utility poles providing the Contractor can't work in other areas of the project. See Section 1-07.17 of these specifications for further explanation.

*(January 2, 2018 WSDOT GSP)*

1-08.6 Suspension of Work

This Section is supplemented with the following:

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time will be suspended upon physical completion of all critical work except that work dependent upon the below listed critical materials:

   Traffic signal system
   Segmental blocks for wall

Charging of contract time will resume June 20, 2022.
1-08.9 Liquidated Damages

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

Accordingly, the Contractor agrees:

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

LIQUIDATED DAMAGES FORMULA

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

Where:

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

(August 14, 2013 APWA GSP)
1-08.9 Liquidated Damages

Revise the fourth paragraph to read:

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

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

(July 23, 2015 APWA GSP, Option 2)
1-09.2(1) General Requirements for Weighing Equipment

Revise item 4 of the fifth paragraph to read:

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

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

**Trucks and Tickets**

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

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

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

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

**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.

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.

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

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

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

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

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum breakdown for that item, or absent such a breakdown, based on the Engineer’s determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

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

(January 1, 2016 COK GSP)
Unless otherwise agreed to by both parties, the work period shall coincide with the calendar month. A check will be mailed or made available to the Contractor no later than thirty (30) days following the last day of the work period.

(November 30, 2018 APWA GSP)
1-09.11(3) Time Limitation and Jurisdiction

Revise this section to read:

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

1-09.13 Claims Resolution

(January 1, 2016 COK GSP)
1-09.13(3) Claims $250,000 or Less

Delete this Section and replace it with the following:

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

(November 30, 2018 APWA GSP)
1-09.13(3)A Administration of Arbitration

Revise the third paragraph to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

(January 1, 2016 COK GSP)
1-10.2 Traffic Control Management
1-10.2(2) Traffic Control Plans

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

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

(May 16, 2006 COK GSP)
1-10.3 Traffic Control Labor, Procedures, and Devices
1-10.3(1)B Other Traffic Control Labor

Section 1-10.3(1)B is supplemented with the following:

Off Duty Police

When construction activities occur at or near a signalized intersection, the Contractor shall provide an off-duty uniformed police officer to control the flow of traffic through the intersection. It is the Contractor's responsibility to coordinate the scheduling of the Uniformed Police Officer (UPO).
(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.

1-10.4  Measurement

(May 16, 2006 COK GSP)
1-10.4(2)  Item Bids with Lump Sum for Incidentals

Section 1-10.4(2) is supplemented with the following:

“Off-duty Uniformed Police Officer” will be by measured per hour for each hour the off-duty uniformed police officer is performing work to control the flow of traffic through signalized intersections affected by Contractor work.

1-10.5  Payment

(January 23, 2006  APWA GSP)
1-10.5(1)  Lump Sum Bid for Project (No Unit Items)

Revise the pay item name to read:

“Project Temporary Traffic Control, min. Bid $10,000, lump sum.

(May 16, 2006 COK GSP)
1-10.5(2)  Item Bids with Lump Sum for Incidentals

Section 1-10.5(2) is supplemented with the following:

“Off-duty Uniformed Police Officer”, per hour.

The unit contract price per hour for “Off-duty Uniformed Police Officer” shall be full pay for the work described herein. No additional compensation will be made for hours of work on holidays, weekends, or overtime.

(May 16, 2006 COK GSP)
1-10.5(3)  Reinstating Unit Items with Lump Sum Traffic Control

Supplement this Section with the following:

“Off-duty Uniformed Police Officer”, per hour.

The unit Contract price per hour for “Off-duty Uniformed Police Officer” shall be full pay for the work described herein. No additional compensation will be made for hours of work on holidays, weekends, or overtime.

The quantity for “Off-duty Uniformed Police Officer” is not subject to the provisions of Section 1-04.6 of the Standard Specifications.

“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), traffic and pedestrian control as required throughout the project duration in compliance with the MUTCD including, but not limited to, reflective signage, barricades, lights, traffic cones, and temporary pavement markings. Providing a minimum of two (2) flaggers and one (1) Traffic Control Supervisor during all periods of construction activities shall be included in the lump sum Bid item “Project Temporary Traffic Control”.

Providing, operating, and maintaining 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 the 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 consider 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.

END OF DIVISION 1
2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP

2-01.1 Description

(******)

This Section is supplemented with the following:

Clearing and grubbing on this project shall be performed within the following limits:

Within the construction area of NE 132nd Street and Juanita High School Access Road as shown in the construction documents, and within the right-of-way, utility easements, and construction easements where required. The area to be cleared and grubbed shall extend to 1 foot beyond the improvements (i.e., toe of fill, top of cut slope, fence, sidewalk, pavement removal area, pavement, curb, etc.) unless indicated otherwise on the Plans. The Contractor shall coordinate with the Engineer to protect and leave in place those trees, landscaping, or other items specifically identified to be saved. Where such is required, the Contractor shall flag those trees, shrubs, etc., to identify to his workforce their need to be saved.

Existing landscaping, including but not limited to, rockeries, beauty bark, decorative gravel or rock, bushes, trees, and shrubbery within and/or adjacent to the work areas shall be protected from damage and/or removed and/or relocated as indicated on the Plans.

Unless indicated otherwise on the Plans, the property owners shall be allowed to remove and/or relocate trees, shrubs, irrigation, wood headers, ornamental plants, and any other decorative landscaping materials within the work areas that they wish to save. The Contractor shall notify both verbally and in writing (by certified mail) all abutting property owners and allow them a minimum of two weeks from the date the property owner is notified for the property owner to remove landscaping within the work area. The Contractor shall submit a checklist to the Contracting Agency verifying notification of property owners of landscaping relocation requirements. The Contractor shall remove and wastehaul all such items not removed by the property owner. Prior to the removal of the landscaping materials, the Contractor must receive approval from the Engineer to begin this work.

If the Contractor removes or damages any existing vegetation, landscaping item or private irrigation system not designated for removal because of any act, omission, neglect or misconduct in the execution of the work, such items shall be restored or replaced in kind by the Contractor to a condition similar or equal to that existing before such damage or removal occurred.
This also includes invasive vegetation management and best management practices indicated in Tree Removal Permit.

2-01.2 Disposal of Usable Material and Debris
(*******)

Delete the third paragraph of this Section and replace with the following:

Refuse and debris shall be loaded and hauled to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of state, county, and municipal regulations regarding health, safety and public welfare.

2-01.5 Payment
(*******)

This Section is supplemented with the following:

The lump sum contract price for “Clearing and Grubbing” shall include all costs associated with furnishing all labor, materials, tools, and equipment for completion of clearing and grubbing as indicated on the Plans and specified herein including, but not limited to, clearing and grubbing, root cutting, root protection measures, temporary fencing, wastehaul, notification/coordination with property owners and Contracting Agency, protecting landscaping to remain, and restoration/replacement of those items identified to be saved that are damaged by the Contractor.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description
(*******)

This Section is supplemented with the following:

This work also consists of removing, handling and disposing of deleterious material or debris encountered during roadway, sidewalk, and trench excavation or other work as indicated on the Plans within the Project site, including, but not limited to, existing pipes, utility structures or appurtenances, riprap, buried concrete including thrust blocks, concrete footings and/or slabs, buried logs or debris, asphalt pavement, cement concrete pavement, sidewalks, railings, landscaping items, signs and any and all other structures and obstructions (unless a separate bid item has been provided for this work). All salvageable items shall be removed and
City of Kirkland  
NE 132nd Street/Juanita High School Access  
Road Intersection Improvements  
G&O #18654  

SPECIAL PROVISIONS - Continued

2-02.3 Construction Requirements  
(* * * * *)

This Section is supplemented with the following:

The removal of any existing improvements shall be conducted in such a manner as not to damage utilities and any portion of the infrastructure that is to remain in place. Any deviation in this matter will obligate the Contractor at his own expense, to repair, replace or otherwise make proper restoration to the satisfaction of the Contracting Agency.

When sawing of concrete or combinations of materials is required, the depth of cut shall be as required to accomplish the intended purpose, without damaging surfaces to be left in place and will be determined in the field to the satisfaction of the Engineer.

Unless otherwise indicated on the Plans or in the Special Provisions, all structures, castings, pipe and other material of recoverable value removed from the Project site shall be carefully salvaged and delivered to the Owner of said utility items in good condition and in such order of salvage as the Engineer may direct. Materials and other items deemed of no value by the Engineer shall be promptly removed, loaded and wastehauled by the Contractor and becomes his property, to be disposed of at his discretion, in compliance with regulatory requirements.

Waste materials shall be loaded and hauled to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of state, county and municipal regulations regarding health, safety and public welfare.

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

This Section is supplemented with the following:

Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and gutters shall be removed at the nearest construction joint where possible, and removed and wastehauled as required for the construction of this Project. Where directed by the Engineer, cement concrete curbs or curb and gutter shall be saw-cut prior to removal. Existing pavement shall be delivered to the Contracting Agency unless indicated otherwise on the Plans.
precut before commencing excavation and shall be removed as required for the construction.

Where shown on the Plans or where directed in the field by the Engineer, the Contractor shall make a neat vertical saw-cut at the boundaries of the area to be removed. Care shall be taken during sawcutting so as to prevent damage to the existing asphalt concrete, or concrete, to remain in place. Any pavement or concrete damaged by the Contractor outside the area scheduled for removal due to the Contractor’s operations or negligence shall be repaired or replaced to the Contracting Agency’s satisfaction by the Contractor at no additional cost to the Contracting Agency.

All cuts shall be continuous, full depth, and shall be made with saws specifically equipped for this purpose. No skip cutting or jack hammering will be allowed unless specifically approved otherwise in writing by the Engineer.

Wheel cutting or jack hammering shall not be considered an acceptable means of pavement “cutting,” unless pre-approved in writing by the Engineer. However, even if pre-approved as a method of cutting, no payment will be made for this type of work, and it shall be included in the various unit contract and lump sum prices listed in the Proposal.

The location of all pavement cuts shall be pre-approved by the Engineer in the field before cutting commences.

All water and slurry material resulting from sawcutting operations shall not be allowed to enter the storm drainage or sanitary sewer system and shall be removed from the site and disposed of in accordance with the Washington State Department of Ecology regulations.

2-02.5 Payment

(******)

This Section is supplemented with the following:

All costs for sawcutting as indicated in the Plans and as may be additionally necessary to construct the Project shall be included in the unit contract and lump sum prices as listed in the Proposal. No additional or separate payment will be made for sawcutting.

The lump sum contract price for “Removal of Structure and Obstruction” shall be full compensation for furnishing all tools, labor, equipment, materials, and incidentals necessary for removing, loading, hauling,
SPECIAL PROVISIONS - Continued

relocating, disposing of, and/or delivering items as noted herein and
directed in the field by the Resident Inspector, to include but not limited to,
fees and permits related to disposal.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description
(******)

This Section is supplemented with the following:

This work also includes wet weather and wet condition earthwork measures.

2-03.3 Construction Requirements
(******)

This Section is supplemented with the following:

The following items shall be followed if earthwork is to be performed in wet
weather or in wet conditions:

1. Earthwork shall be performed in small sections to minimize exposure
to wet weather. Excavation or the removal of unsuitable soil shall be
followed immediately by the placement and compaction of a suitable
thickness (generally eight inches or less) of clean structural fill. The
size and/or type of construction equipment shall be selected as
required to prevent soil disturbance. In some instances, it may be
necessary to limit equipment size to minimize subgrade disturbance
caused by equipment traffic.

2. During wet weather conditions, the allowable fines content of the
gravel borrow shall be reduced to no more than 5 percent by weight
based on the portion passing the 3/4-inch sieve. The sand
equivalent shall be 50 percent minimum.

3. The ground surface in the construction area shall be graded to
promote the rapid runoff of surface water and to prevent ponding of
water.

4. No soil should be left uncompacted and exposed to moisture. A
smooth drum vibratory roller, or equivalent, shall be used to seal the
ground surface.
5. Excavation and placement of fill or backfill material will be observed by the Engineer, to determine that all work is being accomplished in accordance with the project specifications.

2-03.3(7)B Haul

There shall be no separate payment for haul of excess or unsuitable excavated material, or debris to the Contractor provided disposal site. The Contracting Agency is not providing a disposal site for this Project. All costs for haul shall be included in the bid prices for other work.

2-03.3(7)C Contractor-Provided Disposal Site

The Contractor shall arrange for the disposal of the excess or unsuitable excavated material, or other materials at no expense to the Contracting Agency.

2-03.3(10) Selected Material

Direct Hauling. If it is practical, the Contractor shall haul selected material immediately from the excavation to its final place on the Roadbed. The Contracting Agency will pay for such Work at the unit Contract price for “Excavation, Embankment and Grading, Incl. Haul.”

There will be not additional payment for hauling, handling and stockpiling selected materials.

2-03.3(12) Overbreak

Delete the last sentence in this Section.
2-03.4 Measurement

(******)

Delete all paragraphs under this Section and replace with the following:

Only one determination of the original ground elevation will be made on this project. Measurement for Excavation, Embankment and Grading, Incl. Haul will be based on the original ground elevations recorded previous to the award of this contract.

If discrepancies are discovered in the ground elevations, which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis method utilizing digital terrain modeling techniques.

Copies of the original survey notes will be made available for the successful bidder’s inspection if the Contract is awarded.

Measurement for Excavation, Embankment and Grading, Incl. Haul will be per cubic yard of excavation to the “neat lines” shown on the Plans.

Measurement of Gravel Borrow, Incl. Haul will be per ton.

Measurement of Unsuitable Foundation Excavation, Incl. Haul will be per cubic yard, as field measured in the excavated area (not truck measurement).

2-03.5 Payment

(******)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1 for each of the following bid items that are included in the Proposal:


The unit contract price per cubic yard for “Excavation, Embankment and Grading, Incl. Haul” shall be full pay for all materials, tools, labor, and equipment necessary for excavation to the grade lines shown including, but
not limited to, haul, stockpiling, placing, shaping, and grading per Section 2-03, Subgrade Preparation per Section 2-06, Watering per Section 2-07, compacting, loading, hauling to waste and disposing of all excess or unsuitable material, including logs, rocks, cobbles, etc. The unit contract price shall also include all costs for the earthwork required for construction of driveways.

The unit contract price shall also include all costs required to remove and wastehaul existing asphalt and/or concrete pavement, sidewalks, curbs and gutters located within the grade lines shown. All other existing pavement, sidewalks, curb and gutter, storm drainage structures, abandoned utilities, and other such structures intended to be removed for the installation of the proposed improvements shall be paid under the contract item “Removal of Structure and Obstruction.”

In the event the Contractor overcuts a street, due to his oversight or error, the structural fill material (as approved by Contracting Agency) and compaction required to bring the roadway section back to subgrade elevation shall be furnished and accomplished at his sole expense, as no additional payment will be due the Contractor for this work.

Should solid rock be encountered, the excavation, removal and wastehaul will be paid by change order per Section 1-04.4. Boulders or broken rock less than 2 cubic yards in volume will not be classified as solid rock, nor will so called “hard-pan” or cemented gravel, even though it may be advantageous to use explosives in its removal.


The unit contract price per ton for “Gravel Borrow, Incl. Haul” shall be full pay for all costs relative to furnishing, hauling, placing, shaping and compacting the gravel borrow material, as indicated on the Plans, and as otherwise required and approved in the field by the Engineer.


In the event that the Engineer directs and authorizes the Contractor to excavate unsuitable material below design subgrade, then this additional excavation, to include excavating, loading, wastehauling and disposal of the material shall be measured and paid at the unit contract price per cubic yard for “Unsuitable Foundation Excavation, Incl. Haul.”
2-04 HAUL

2-04.1 Description

(******)

This Section is supplemented with the following:

If the sources of materials provided by the Contractor necessitates hauling over any public roads, the Contractor shall, at the Contractor’s expense, make all arrangements for the use of the haul routes. No separate monies will be due the Contractor for this work.

2-06 SUBGRADE PREPARATION

2-06.3(1) Subgrade for Surfacing

(******)

This Section is supplemented with the following:

9. The grading shall be completed at least 200 feet ahead of the placing of gravel borrow or crushed surfacing base material.

2-07 WATERING

2-07.3 Construction Requirements

(******)

This Section is supplemented with the following:

During construction, the Contractor shall have dedicated to the Project a suitable water truck that shall be operated as necessary to control dust. Failure to have a water truck immediately accessible to the job and failure to use a water truck for dust control shall be adequate reason for the Engineer to issue a suspension of work.

A hydrant permit will be required to be secured by the Contractor for any necessary water. Water will be provided at the convenience of the Contracting Agency which reserves the right to control the location and use of water based on the Contracting Agency’s own needs.
2-07.5 Payment

(******)

This Section is supplemented with the following:

The cost for all water permit(s), and furnishing and placing water shall be included in the unit contract price for “Excavation, Embankment and Grading, Incl. Haul.”

2-09 STRUCTURE EXCAVATION

2-09.3(1) General Requirements

(******)

This Section is supplemented with the following:

When any Work is being considered by the Contractor in the vicinity of an existing utility, the Contractor shall so inform an authority of the particular utility in ample time so that the utility involved and the Contractor may take any precautions necessary to facilitate construction in the vicinity of the utility, and thereby protect that particular utility from damage.

Protecting and Maintaining Utility Service

The Contractor shall protect and maintain the operational service of existing utility systems in a continuous manner as possible. The Contractor shall have the approval from the Engineer and notification shall be given to the Contracting Agency before any disruptions of service in existing utilities will be allowed. The Contractor shall comply with all the conditions established by the Engineer and the Contracting Agency. The Contractor shall give the utility owner a minimum notice of 48 hours before disrupting any planned service interruption. No planned interruption to an existing system shall be allowed on Fridays, weekends, or holidays, unless specifically agreed to in writing by the Contracting Agency. Where services are to be shut down, affected parties shall be notified in writing by the Contractor (i.e., door hangers) at least 48 hours and not more than 72 hours in advance of the time and period of shut down. The Contractor shall make every effort to keep shut down schedules to periods of anticipated minimum usage and for the least period of time.

Where the construction crosses or is adjacent to existing utilities, the Contractor shall exercise extreme care to protect such utilities from damage. Additionally, the Contractor shall review the Plans, the project site and familiarize himself with the various utilities and plan his construction
activities in recognition that the very close proximity of existing utilities to
the proposed work will adversely affect production rates of installation of the
various planned improvements. The Contractor is hereby advised and
cautioned that the location of existing utilities will be cause for considerable
and extreme care and due diligence on the part of the Contractor. As such,
work production rates are anticipated to be significantly impacted by their
presence and normal production rates should not be anticipated, during
construction by the Contractor for work in these areas. The Contractor shall
anticipate minor alignment adjustments will also be required to
accommodate the installation of utilities.

2-09.3(5) Locating Utilities (New Section)

This Section is supplemented with the following:

A reasonable attempt has been made to locate known existing utilities;
however, the exact location, and/or depth is unknown in most instances. It
shall be the responsibility of the Contractor to locate existing utilities, to
include their respective depths.

The Contractor shall provide field exploration through vacuum excavation,
potholing or other suitable means to locate more precisely existing
underground utilities as to location and depth. The Contractor shall decide
on the difficulties to be encountered in constructing the project, and
determine therefrom the extent of exploration required to expedite the
construction to first prevent damage to those utilities, and secondly to
determine if the new construction is to go around, over or under the existing
utility. Where underground utilities are found to be in the way of
construction, such condition shall not be deemed to be a changed or
differing site condition, and if necessary, foundation location, minor pipe
alignment or grade will be modified at no additional cost to the Contracting
Agency. At a minimum, potholing will be required at all light pole locations,
signal pole locations, and storm structure locations prior to excavation and
at all potential conflicts noted by underground location notification as may
be directed by the Engineer.

2-09.4 Measurement

This Section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum item of locate
existing utilities.
Measurement for gravel backfill for walls will be per ton.

Measurement for controlled density fill will be per cubic yard provided.

**2-09.5 Payment**

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1 for each of the following bid items that are included in the Proposal.

“Locate Existing Utilities,” per lump sum.

The lump sum contract price for “Locate Existing Utilities” shall be full compensation for all costs incurred by the Contractor in performing the work. This bid item shall be paid proportionate to the installation of all light poles, signal poles/storm structures, complete and in place.

“Gravel Backfill for Walls,” per ton.

The unit contract price per ton for “Gravel Backfill for Walls” shall be full pay for furnishing all labor, tools, equipment, and materials to furnish and install the placement of the backfill material as indicated on the Plans and specified herein.

“Controlled Density Fill,” per cubic yard.

The unit contract price per cubic yard for “Controlled Density Fill” shall be full pay for furnishing all labor, tools, equipment, and materials to furnish and install the placement of the controlled density fill as indicated on the Plans and specified herein including, but not limited to, pipe encasements, trench backfill, backfilling voids or backfilling between/near structures and walls.
3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.2 Material Sources, General Requirement

3-01.2(1) Approval of Source

(******)

This Section is supplemented with the following:

The Contractor is responsible for all costs associated with approval of the material source.
4-04 BALLAST AND CRUSHED SURFACING

4-04.4 Measurement
*****

Delete the last sentence in this Section and replace with the following:

No measurement will be made for water used in placing and compacting surfacing materials.

4-04.5 Payment
*****

This Section is supplemented with the following:

The unit contract prices for the various types of ballast, structural fill, crushed surfacing base course, and crushed surfacing top course materials shall include all costs for obtaining the materials, hauling the materials to the site, stockpiling, spreading, grading, shaping, moisture conditioning, compacting, and all other incidentals, complete, in place. Asphalt grindings are not subject to reimbursement under any of these bid items.
5-04 HOT MIX ASPHALT

(June 19, 2017 APWA GSP)

Delete WSDOT Amended Section 5-04, Hot Mix Asphalt, and replace it with Section 5-04, Hot Mix Asphalt as printed in the Standard Specifications for Road, Bridge and Municipal Construction, 2016 edition.

5-04.1 Description

(*****)

Delete the second and third sentences from the first paragraph.

This Section is supplemented with the following:

This work also consists of adjusting castings to grade, furnishing and installing temporary HMA per the details in the Contract Plans.

5-04.2 Materials

(January 3, 2011, WSDOT GSP)

This Section is supplemented with the following:

ESALs

The number of ESALs for the design and acceptance of the HMA shall be 5.0 million.

(*****)

This Section is supplemented with the following:

Warm mix asphalt processes shall not be used in the production of HMA. Reclaimed asphalt shingles (RAS) shall not be used in the production of HMA.

5-04.3 Construction Requirements

(*****)

This Section is supplemented with the following:

Temporary HMA

During the course of construction, it may be necessary to provide improved temporary vehicle and/or pedestrian access within the project limits. Such
temporary access shall be provided by temporarily patching trench crossings or other areas with temporary HMA, until such time as the permanent surface restoration is installed. Locations shall include those areas specifically indicated on the Plans, directed by the Engineer or as further specified herein. This material will be furnished, placed, compacted, and removed and wastehauled at various locations throughout the project. The trenches and/or subgrade shall be thoroughly compacted and brought to a smooth grade prior to placing the material. It shall be placed, maintained (daily), and removed and wastehauled by the Contractor. Typical compacted depth will be 4 inches. Temporary HMA shall also be used around castings, after grinding, to provide a transition until final lift of HMA paving is installed.

Adjusting Structures to Grade

All utility castings within the existing and/or new pavement area shall be referenced by the Contractor prior to any pavement removal or planing. The Contractor shall keep a record of such references, and submit a copy to the Contracting Agency.

Existing structures and new structures shall be adjusted to the finished grade as shown on the Plans and as further specified herein. Existing boxes, rings, grates, covers, and lids shall be reset in a careful and workmanlike manner to conform to the required grades.

The new and existing utility castings shall be adjusted to grade in the following manner:

As soon as the street has been paved past each structure or casting, the asphalt concrete mat shall be scored around the location of the structure or casting. After rolling has been completed and the mat has cooled, it shall be cut along the scored lines. The structure or casting shall then be raised to finished pavement grade and the annular spaces filled as indicated on the Plans. The Contractor shall install the pavement to give a smooth finished appearance. All covers, lids, frames, and grates shall be thoroughly cleaned.

After pavement is in place, all new pavement joints shall be sealed with a 6-inch-wide strip of hot asphalt sealer. A sand blanket shall be applied to the surface of the hot asphalt sealer immediately after the placement of the sealer to help alleviate the tracking of the asphalt. The sealer shall meet the requirements of Section 9-04.2(1) of the Standard Specifications.
5-04.3(3)A Material Transfer Device/Vehicle
(January 16, 2014 APWA GSP)

The first paragraph of this section is revised to read:

Additionally, a material transfer device or vehicle (MTD/V) is not required at the following locations: entire project.

5-04.3(7)A2 Statistical or Nonstatistical Evaluation
(******)

Delete this Section and replace it with the following:

5-04.3(7)A2 Nonstatistical and Commercial Evaluation

Mix designs for HMA accepted by Nonstatistical or Commercial evaluation shall:

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

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

- The proposed mix design is listed on the WSDOT Qualified Product List (QPL).
- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within 1 year of the approval date.
- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The proposed mix design by a qualified City or County laboratory mix design report that is within one year of the approval date.

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

At the discretion of the Engineer, agencies may accept mix designs verified beyond the 1-year verification period with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Evaluation of anti-strip additives are to be provided as part of the mix design acceptance criteria. Acceptable anti-strip evaluations include: (1) QPL approved mix design; (2) a WSDOT validated mix design showing the validated anti-strip additive and dosage; (3) an historic anti-strip determination from WSDOT not greater than 2 calendar years old; or (4) a passing TSR test at the anti-strip dosage proposed by the Contractor.

No paving shall begin prior to Contracting Agency approval of the Contractor provided mix design.

5-04.3(7)A3 Commercial Evaluation

(******)

Delete the last sentence of this Section.

5-04.3(8) Mixing

5-04.3(8)A1 General

(January 16, 2014 APWA GSP)

Delete this Section and replace it with the following:

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

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

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).
Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.

5-04.3(8)A4 Definition of Sampling Lot and Sublot
(January 16, 2014 APWA GSP)

This Section is supplemented with the following:

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

i. If test results are found to be within specification requirements, additional testing will be at the Engineers discretion.

ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.

5-04.3(8)A5 Test Results
(******)

Delete this Section and replace it with the following:

The Engineer will furnish the Contractor with a copy of the results of all acceptance testing performed in the field. The Engineer will provide the Composite Pay Factor (CPF) of the completed sublots after three sublots have been tested. Sublot sample test results (gradation and asphalt binder content) may be challenged by the Contractor.

To challenge acceptance test results, the Contractor shall submit a written challenge within 7-calendar days after receipt of the specific test results. A split of the original acceptance sample will be sent for testing to either the Region Materials Laboratory or the State Materials Laboratory as determined by the Project Engineer. The split of the sample with challenged results will not be tested with the same equipment or by the same tester.
that ran the original acceptance test. The challenge sample will be tested for a complete gradation analysis and for asphalt binder content. The results of the challenge sample will be compared to the original results of the acceptance sample test and evaluated according to the following criteria:

**Deviation**
- U.S. No. 4 sieve and larger Percent passing ±4.0
- U.S. No. 8 sieve Percent passing ±2.0
- U.S. No. 200 sieve Percent passing ±0.4
- Asphalt binder Percent binder content ±0.3

If the results of the challenge sample testing are within the allowable deviation established above for each parameter, the challenge sample test results will be used for acceptance of the HMA and the cost of the challenge testing will be the Contracting Agency’s responsibility.

If the results of the challenge sample testing are outside of any one parameter established above, the original acceptance sample will be used for acceptance of the HMA and the cost of the challenge testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $250 per challenge sample.

**5-04.3(8)A6 Test Methods**
*(January 16, 2014 APWA GSP)*

Delete this Section and replace it with the following:

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

**5-04.3(10) Compaction**

**5-04.3(10)B4 Test Results**

(******)

Delete the first sentence of this section.
5-04.3(13) Surface Smoothness
(January 5, 2004 WSDOT)

The second sentence of this Section is revised to read:

The completed surface of the wearing course shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline.

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

This Section is supplemented with the following:

The Contractor shall plane the existing asphalt, in and along portions of the project corridor as further indicated on the Plans.

Planing shall be performed to the dimensions shown on the Plans and Details, and as may be further directed in the field by the Engineer.

Gutter panels, curbs, or utility structures damaged as a result of planing operations shall be replaced by the Contractor at their own expense. No additional monies will be due the Contractor for damage to curbs, gutters, or utility structures, all costs of which shall be borne by the Contractor.

5-04.3(17) Paving Under Traffic
(*****)

Delete this Section and replace with the following:

When the roadway being paved is open to traffic, the following requirements shall apply:

The Contractor shall keep roadways open to traffic at all times except where paving is in progress. During such time, and provided that there has been an advance warning to the public, only that specified section of road being paved may be closed for the minimum time required to place and compact the HMA. Adjacent travel lanes and shoulder shall be left open for traffic during these times. 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 temporarily closing a portion of the road, advance-warning signs shall be placed and signs shall also be placed clearly alerting the driver of temporary lane closures.

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 and shall be in accordance with Section 8-23.

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.

5-04.4 Measurement

(******)

Delete this Section and replace with the following:

HMA Cl. _____ PG _____ will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, blending sand, mineral filler, or any other component of the HMA mixture.

If the Contractor elects to remove and replace HMA as allowed by Section 5-04.3(11), the material removed will not be measured and will not be subject to reimbursement.

Planing Bituminous Pavement will be measured by the square yard.

Temporary HMA will be measured by the ton in accordance with Section 1-09.2 with no deduction being made for the weight of asphalt binder, blending sand, mineral filler, or any other component of the HMA.

5-04.5 Payment

(******)

Delete this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the proposal:
“HMA Cl. ____ PG ____,” per ton.

The unit contract price per ton for “HMA Cl. ____ PG ____” shall include the cost for all labor, materials, equipment and tools for furnishing, placing, compacting and constructing asphalt pavement including mix design, anti-strip determination, mix design verification, preparation of untreated roadway, removing plastic traffic marking, removing RPMs, removing permanent striping, anti-stripping additive, soil residual herbicide, asphalt for tack coat, HMA pavement, HMA for preleveling, HMA transition sections, HMA ramps, HMA driveways/approaches, spreading and finishing, water, compaction, sealing all cold joints with asphalt sealant (and sand blanket to alleviate tracking), temporary pavement markings, removal of temporary pavement markings, and all other incidentals necessary for a complete paving system to the lines, cross section and grades in accordance with the Plans.

The unit contract price per ton for “HMA Cl. ____ PG ____” shall be full compensation for all costs incurred to carry out the requirements of Section 5-04 except for those costs which are included in other items which are included in this Subsection and which are included in the Proposal.

“Temporary HMA,” per ton.

The unit contract price per ton for “Temporary HMA” shall be full pay to furnish, install, maintain, remove, and waste haul the temporary asphalt.

“Planing Bituminous Pavement,” per square yard.

The unit contract price per square yard for “Planing Bituminous Pavement” shall be full pay to perform the work as shown on the Contract documents and as described herein and shall include all costs to plane the asphalt (full depth), grade, load, haul, stockpile, and/or wastehaul the material and to perform the Work described in Section 5-04.3(14).

“Job Mix Compliance Price Adjustment,” by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.5(1).

“Compaction Price Adjustment,” by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.5(1).
Statistical analysis of quality of gradation and asphalt content will be performed based on Section 1-06.2 using the following price adjustment factors:

### Table of Price Adjustment Factors without Volumetric Properties

<table>
<thead>
<tr>
<th>Constituent</th>
<th>Factor “f”</th>
</tr>
</thead>
<tbody>
<tr>
<td>All aggregate passing: 1-1/2&quot;, 1&quot;, 3/4&quot;, 1/2&quot;, 3/8&quot; and No. 4 sieves</td>
<td>2</td>
</tr>
<tr>
<td>All aggregate passing No. 8 sieve</td>
<td>15</td>
</tr>
<tr>
<td>All aggregate passing No. 200 sieve</td>
<td>20</td>
</tr>
<tr>
<td>Asphalt binder</td>
<td>52</td>
</tr>
</tbody>
</table>

A pay factor will be calculated for sieves listed in Section 9-03.8(7) for the class of HMA and for the asphalt binder.

1. **Nonstatistical Evaluation.** 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 acceptance tolerance limits in Section 9-03.8(7), 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 street shall be tested to provide a minimum of three sets of results for evaluation.

2. **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 acceptance tolerance limits in Section 9-03.8(7), the lot shall be evaluated 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 produced under Nonstatistical or Commercial
Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix
factor (NCFM) will be determined. The NCFM 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
NCFM, the quantity of HMA in the lot in tons, and the unit contract price per
ton of the 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.

5-04.5(1)B Price Adjustments for Quality of HMA Compaction
(January 16, 2014 APWA GSP)

Delete this Section and replace it with the following:

The maximum CPF of a compaction lot is 1.00.

For each compaction lot of HMA when the CPF is less than 1.00, a
Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF
equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent.
The Compaction Price Adjustment will be calculated as the product of the
NCCF, the quantity of HMA in the lot in tons and the unit contract price per
ton of the mix.
7-04 STORM SEWERS

7-04.2 Materials

(******)

Delete the sixth paragraph under this Section and replace it with the following:

The Contractor shall provide the diameter and type of pipe specified on the Plans.

7-04.3(1)A General

(******)

This Section is supplemented with the following:

All lines shall be flushed clean of all debris prior to acceptance. The debris shall be intercepted and collected at the nearest downstream point of access. The material shall then be loaded and wastehauled to a Contracting Agency approved dumpsite.

7-04.5 Payment

(******)

Delete all paragraphs under this section and replace with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:


The unit contract price per linear foot of “PVC Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, excavation, pipe bedding, compaction, removal and wastehaul of excess or unsuitable trench excavation material, dewatering, and maintaining storm sewer flows, connections to existing and new systems, filling existing catch basin sump with concrete, flushing and cleaning.
7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.3 Construction Requirements

This Section is supplemented with the following:

The Contractor shall construct all manholes and catch basins from precast concrete bases and risers. Cast-in-place concrete bases shall only be used for “straddle” of existing systems and shall be watertight.

In areas of new and existing pavement, the grate rim elevation shall be set to promote drainage flow. In unimproved areas, the rim elevations shall be set two-inch above finished grade unless otherwise shown on the Plans.

Dewatering shall be per Section 7-08.3(1).

Unless specifically noted herein or shown differently on the Plans, the Contractor shall connect to the manhole and catch basin as follows:

<table>
<thead>
<tr>
<th>Pipe</th>
<th>Connection System</th>
</tr>
</thead>
<tbody>
<tr>
<td>DI</td>
<td>Kor-N-Seal*</td>
</tr>
<tr>
<td>HDPE</td>
<td>Kor-N-Seal*</td>
</tr>
<tr>
<td>PVC</td>
<td>Kor-N-Seal*</td>
</tr>
<tr>
<td>Corrugated Polyethylene</td>
<td>Per Manufacturer’s Recommendation</td>
</tr>
</tbody>
</table>

*Or Contracting Agency approved equal.

7-05.3(3) Connections to Existing Manholes

This Section is supplemented with the following:

The locations, type and size of the existing structures and lines have been determined from available records, and are approximate; however, it is anticipated that connections to these existing facilities may be made, in general, as shown on the Plans.

It shall be the responsibility of the Contractor to determine the exact location and ascertain the type and size of the existing facilities prior to starting work on each connection, and to provide any minor alterations, as required, at no additional cost to the Contracting Agency.
Where piping is to be connected to existing structures, the opening(s) shall be core-drilled in the structure. The use of jackhammers and/or sledgehammers to knock out the hole shall not be allowed.

7-05.5 Payment
(******)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:

“Catch Basin, Type 1,” per each.

The unit contract price per each for “Catch Basin, Type 1” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, lids, frames and grates, structure excavation, foundation gravel, compaction, removal and wastehaul of excess or unsuitable excavated material, pipe connection, dewatering, and maintaining stormwater flows, adjusting to finished grade.

“Adjust Catch Basin,” per each.

The unit contract price per each for “Adjust Catch Basin” shall include all costs to adjust the existing structures to the finished grade including, but not limited to, sawcutting, wastehaul, furnishing and installing adjustment rings and blocks, adaptors. HMA patch and CDF. The cost for temporary or other adjustment not to final grade shall be considered incidental to the Project and as such merged into the items bid. The cost for replacing existing frames, grates, rings, and/or lids with new frames, grates, rings, and/or lids including hinged covers on existing structures (where noted on the Plans) including but not limited to supplying and installing all materials, labor, and equipment, removal, salvage, and/or wastehaul of existing frames, grates, etc., as referenced on the Plans and specified herein, shall be included in the unit contract price per each for “Adjust Catch Basin.”
7-07 CLEANING EXISTING DRAINAGE STRUCTURES

7-07.4 Measurement

(*)

Delete this Section and replace with the following:

No specific unit of measurement will apply to cleaning existing drainage structures.

7-07.5 Payment

(*)

Delete this Section and replace with the following:

No separate or additional payment will be made for cleaning existing drainage structure. This work shall be considered incidental and shall be included in the various unit and lump sum contract prices.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.2 Materials

(*)

This Section is supplemented with the following:

The pipe used on this project shall be the type and size specified on the Plans.

7-08.3(1)A Trenches

(*)

Delete the first three paragraphs under this Section and replace them with the following:

The length of trench excavation in advance of pipe laying shall be kept to a maximum of 100 feet. Excavation shall either be closed up at the end of the day or protected per Section 1.07.23(1).

The Contractor shall limit his excavation to the limits of the maximum payment width and depth shown on the Plans. If the Contractor purposely or neglectfully excavates trenches to a width or depth beyond the neat line payment limit of the trench as shown on the Plans, the expenses associated with any additional trenching, wastehaul, trench backfill,
SPECIAL PROVISIONS - Continued

compaction and testing, and surface restoration as a result of excavating beyond the neat line payment limits shall be borne by the Contractor.

It is not anticipated that solid rock will be encountered. Should such material be encountered, the excavation, removal and wastehaul will be paid for by change order per Section 1-04.4. Boulders or broken rock less than 2 cubic yards in volume, shall not be classified as rock, nor will so-called “hard-pan” or cemented gravel, even though it may be advantageous to use special equipment in its removal.

Trench excavation shall also include wastehauling all excess and/or unsuitable material encountered, including but not limited to, abandoned pipelines, concrete, asphalt, tree stumps, trees, logs, abandoned rail ties, piling, and riprap.

The Contractor shall furnish all equipment necessary to dewater the excavation. Before operations begin, the Contractor shall have sufficient pumping equipment and/or other machinery available on site to assure that the operation of any dewatering system can be maintained.

The Contractor shall dispose of the water in such a manner as not to cause a nuisance or menace to the public, and comply with all codes, regulations, and ordinances of applicable governing authorities with regard to drilling, dewatering, and erosion control.

The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soil, prevent disturbance of backfill and prevent movement of structures and pipelines.

The dewatering system shall be installed and operated by the Contractor so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Should settlement of the surrounding area and/or structures be observed, the Contractor shall cease dewatering operations and implement contingency plans. The cost of repairing any damage to adjacent structures, underground facilities or utilities and satisfactory restoration of above ground facilities to include fences, paving, concrete, etc., shall be the responsibility of the Contractor.

The Contractor shall be required to comply with all conditions and requirements mandated by the Department of Ecology for the construction, operation, and decommissioning of dewatering facilities.
The Contractor shall obtain approved grading and filling permits for all spoils material sites, from the Contracting Agency, County, or both as required. These permits shall be secured and paid for by the Contractor.

7-08.3(2)B  Pipe Laying – General

This Section is supplemented with the following:

All pipe shall be unloaded from delivery vehicles with mechanical equipment. Dropping of pipe onto the ground or mats will not be permitted. All pipe and fittings shall be carefully lowered into the trench in such a way as to prevent damage to pipe materials and protective coatings and linings. Under no circumstances shall materials be dropped or dumped into the trench.

All pipe shall be laid in straight lines and at uniform rate for grade between structures. Variation in the invert elevation between adjoining ends of pipe due to non-concentricity of joining surface and pipe interior surfaces shall not exceed 1/64 inch per inch of pipe diameter, or 1/2-inch maximum.

Every precaution shall be taken to prevent foreign material from entering the pipe while it is being laid. After placing a length of pipe in the trench, the spigot end shall be centered in the bell and pipe forced home and brought to correct line and grade. The pipe shall be secured in place with pipe bedding tamped under it. Precaution shall be taken to prevent dirt from entering the joint space. At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the Contracting Agency. If water is in the trench when work resumes, the seal shall remain in place until the trench is dewatered as specified for groundwater control. Tee branches shall be blocked and sealed with the same joint and pipe material as used for pipes.

Care shall be taken to properly align, clean and lubricate the spigot and socket area of the pipes before joining. The pipe spigot shall be forced into the socket until the reference mark on the spigot is flush with the bell end.

All connections to existing pipe of differing materials shall be made with adapters which are specifically manufactured for this purpose. If the band type adapters are used, then only stainless steel bands will be allowed.
The Contractor shall obtain approved grading and filling permits for all spoils material sites, from the Contracting Agency, County, or both as required. These permits shall be secured and paid for by the Contractor.

7-08.3(3) Backfilling

(******)

Delete the second paragraph under this Section and replace with the following:

Pipe zone backfill shall be gravel backfill for pipe zone bedding conforming to the requirements of Section 9-03.12(3).

7-08.4 Measurement

(******)

Delete all paragraphs under this Section and replace with the following:

No specific unit of measurement will apply to the lump sum item Trench Excavation Safety System.

7-08.5 Payment

(******)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:


The lump sum contract price for “Trench Excavation Safety Systems” shall include all costs of furnishing, installing, maintaining, and removing those items necessary to provide adequate safety systems for trench excavation, as specified in Section 2 09.3(4). This item shall be paid proportionate to the satisfactory installation of all facilities that require trench excavation safety systems including pipeline, conduits, and structures as noted in the Proposal, or otherwise required for the performance of this work.

All costs associated with furnishing and installing pipe bedding for storm sewer piping systems shall be included into the unit contract price for the type and size of pipe installed.
All costs to providing dewatering as required shall be included into the unit contract price for the type and size of pipe installed.

All costs associated with excavation, stockpiling, and wastehauling of native material shall be included in the unit contract price for the type and size of pipe installed.

**7-12 VALVES FOR WATER MAINS**

**7-12.5 Payment**

(******)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:

“Adjust Gas Valve Box,” per each.

The unit contract price per each for “Adjust Gas Valve Box” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to adjust existing valve boxes to the finished surfaces, as noted and detailed on the Plans.
8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description
(******)

This Section is supplemented with the following:

This work also consists of preparing the Erosion Control Plan, inspecting water pollution and erosion control items, documenting, and testing stormwater discharge.

8-01.3 Construction Requirements
(******)

This Section is supplemented with the following:

The Contractor shall take all necessary precautions and utilize the Department of Ecology’s (DOE) Best Management Practices to prevent sediment and fugitive dust from construction activities from entering into storm water systems, natural waterways, or environmentally sensitive areas and from otherwise being carried away from the construction area by stormwater or air.

Temporary erosion protection shall be furnished, installed, and maintained for the duration of this Project to protect environmentally sensitive areas, sloped surfaces, adjacent areas and/or water bodies or conveyance systems. Temporary erosion protection may include the use of straw, jute matting, wattles, heavy plastic sheeting, or other forms of ground cover on areas disturbed by construction. Sloped surfaces shall be restored and protected in such a manner that surface runoff does not erode the embankments, slopes, or ground surfaces, nor create surface channels, or ruts.

8-01.3(1)A Submittals

(January 7, 2013 WSDOT GSP)

This Section is supplemented with the following:

The Contractor shall be required to prepare, maintain, and update the erosion control plan, as may be required during the course of the Project. The erosion control plan and details included are provided solely for the establishment of basic erosion control measures and are not intended to be a complete plan.
8-01.3(2)B Seeding and Fertilizing

(*****)

This Section is supplemented with the following:

(December 4, 2006, WSDOT GSP)
Grass seed, of the following composition, proportion, and quality shall be applied at the rates shown below on all areas requiring roadside seeding within the project:

<table>
<thead>
<tr>
<th>Kind and Variety of Seed in Mixture by Common Name and (Botanical Name)</th>
<th>Pounds Pure Live Seed (PLS) Per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwarf Perennial Ryegrass</td>
<td>100</td>
</tr>
<tr>
<td>Creeping Red Fescue</td>
<td>50</td>
</tr>
<tr>
<td>Hard Fescue</td>
<td>50</td>
</tr>
<tr>
<td><strong>Total Pounds PLS Per Acre</strong></td>
<td><strong>200</strong></td>
</tr>
</tbody>
</table>

Seeds shall be certified “Weed Free,” indicating there are no noxious or nuisance weeds in the seed.

(January 3, 2006, WSDOT GSP)
Sufficient quantities of 18-6-12 fertilizer shall be applied at 650 pounds per acre, 72 percent of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or a time release, polyurethane coated source with a minimum release time of 6 months. The remainder may be derived from any source.

The fertilizer formulation and application rate shall be approved by the Engineer before use.

(January 3, 2006, WSDOT GSP)
Wood fiber mulch shall be applied at a rate of 2,000 pounds per acre, and tackifier shall be applied at a rate of 43 pounds per acre.

8-01.3(9)D Inlet Protection

(January 7, 2013 WSDOT GSP)

This Section is supplemented with the following:

All catch basins grates within the project limits and adjacent areas shall have inlet protection installed to prevent sedimentation from entering the storm system. The inlet protection shall be routinely cleaned of sediment to prevent plugging. This sediment shall be regularly removed, loaded,
and hauled to waste whenever it presents a potential surface accumulation problem or concern to the Contracting Agency. Any damage caused by the Contractor’s failure to keep the erosion materials maintained shall be borne by the Contractor alone.

8-01.4 Measurement

This Section is supplemented with the following:

No specific unit of measure will apply to erosion/water pollution control.

Seeding, fertilizing and mulching will be measured by the square yard by ground slope measurement.

8-01.5 Payment

Delete all paragraphs under this Section and replace with the following:

Payments will be made in accordance with Section 1-04.1 for the following Bid Item(s):

The lump sum contract price for “Erosion/Water Pollution Control” shall include all costs for preparing an erosion control plan: inspecting, documenting, testing, and notification as required and all temporary erosion control as stated herein and as further indicated on the Plans that is not otherwise paid under separate contract items in the Proposal.

The unit contract price per square yard for “Seeding, Fertilizing and Mulching” shall include all costs incidental to furnishing, installing and mowing the seed, fertilizer and mulch, complete in place and reseeding as required.

8-02 ROADSIDE PLANTING

8-02.1 Description

This Section is supplemented with the following:

This work also includes all sod work on the site. The sod shall be installed using the materials shown on the Plans and/or as specified in these Special Provisions.
8-02.2 Materials

(******)

This Section shall be supplemented with the following:

Provide sod as follows:

<table>
<thead>
<tr>
<th>Mixture</th>
<th>Ryegrass</th>
<th>Fescue</th>
</tr>
</thead>
<tbody>
<tr>
<td>60% Perennial Turf Type</td>
<td>60% by weight</td>
<td>20% by weight</td>
</tr>
<tr>
<td>20% Hybrid Kentucky Bluegrass</td>
<td>TARA Perennial Ryegrass</td>
<td>SPARTAN Hard Fescue</td>
</tr>
<tr>
<td>20% Fescue</td>
<td>DANDY Perennial Ryegrass</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SHERWOOD Perennial Ryegrass</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mixture:</td>
<td>Fescue:</td>
</tr>
<tr>
<td></td>
<td>60% Perennial Turf Type Ryegrass</td>
<td>20% by weight</td>
</tr>
<tr>
<td></td>
<td>20% Hybrid Kentucky Bluegrass</td>
<td>TARA Perennial Ryegrass</td>
</tr>
<tr>
<td></td>
<td>20% Fescue</td>
<td>DANDY Perennial Ryegrass</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SHERWOOD Perennial Ryegrass</td>
</tr>
</tbody>
</table>

Sod shall:

- Contain no more than 1 percent other grasses, none of which is coarse or of undesirable variety.
- Be free of weeds, pests, and diseases.
- Contain no more than 1 percent Poa Anna (annual bluegrass).
- Be not less than 10 months old and no more than 14 months old; healthy and with a dense, vigorous, well-developed root structure.
- Be grown on fumigated soil with intensive care and cultivation under rigid quality control.
- Be cut from fields no more than 24 hours before delivery to jobsite.

Bark mulch for planting strip areas and surface restoration adjacent to sidewalks shall conform to Section 9-14.4(3).

8-02.3(3)B Chemical Pesticides

(******)

This Section is supplemented with the following:

No chemical herbicides will be allowed in planting areas.
SPECIAL PROVISIONS - Continued

8-02.3(4) Topsoil

(******)

This Section is supplemented with the following:

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

Cultivate 4 inches of imported topsoil, Type A into the existing subgrades to a minimum transition depth of 6 inches in areas to be seeded with topsoil, in sod areas, in planting strip areas and in fill slopes to be planted, as shown on the Plans.

8-02.3(4)A Topsoil Type A

(******)

This Section is supplemented with the following:

Imported Topsoil, Type A, shall be a mixture of 10 percent compost by volume and 90 percent sandy loam by volume as defined by USDA soil texture triangle, screened through a 3/8-inch screen or approved equal. Compost shall be made from ground yard waste that has first been screened through a 5/8-inch trammel screen. The composting process shall include five 3-day periods during which the compost temperature is 131 to 165 degrees Fahrenheit. The total composting time period shall be a minimum of 4 months. Topsoil shall be weed free.

8-02.3(5) Planting Area Preparation

(******)

This Section is supplemented with the following:

Seeding, Sod and Planter Strip Areas: Finished grades of planting and seeding areas shall allow for soil preparation and mulch. Finished grades shall be as follows:

Seeding and Sod Areas: 1 inch below all walks, curbs, and/or hard-surface edges.

Perform all excavation and backfill necessary to provide finish grade of landscape areas as indicated and specified. Remove from site excess and unsuitable material. Landscape areas shall be graded to lines, grades, and cross sections indicated. Grades shall meet the following:
1. Maximum 2:1 slope, unless otherwise indicated.

2. Smooth and round off surfaces at abrupt grade changes.

3. Feather grades to meet existing gradually. Rake planting areas smooth and remove surface rocks over 2-inches diameter.

4. Provide minimum 2 percent crown or slope in all landscape areas. The Contractor is responsible for any adverse drainage conditions that may affect plant growth, unless he contacts the Project Engineer immediately indicating any possible problem.

Finish grades shall be inspected and accepted by the Contracting Agency prior to commencing planting or seeding work.

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

**Final Acceptance**

Final acceptance by the Contracting Agency for soil preparation will be contingent on the approval of all inspections, and that the soil preparation is consistent with these specifications and with the Plans.

**8-02.3(16)B  Lawn Establishment**

(******)

This Section is supplemented with the following:

Prior to laying sod, the initial application of the 10-20-20 fertilizer shall be spread and raked into the topsoil. When grass reaches 2 inches in height and before mowing, apply the second application of 10-20-20.

Sod shall be placed in accordance with standard horticultural practices. Dry soil shall be moistened by sprinkling. All butt joints shall be staggered. On sloped areas, the sod shall be laid with the long dimension parallel to the toe or top of slope. After placing, the sod shall be rolled and heavily watered by sprinkler.

The Contractor shall be responsible for watering and fertilizing the sod until physical completion of the Project. Watering shall be scheduled to prevent drying of joints between sod strips. Four weeks after the first mowing, 6-2-4 fertilizer shall be applied and reapplied at 6-week intervals.
**Inspection and Substantial Completion**

After completion of all sodding and seeding, including the post-planting fertilization which follows the first mowing, the Contracting Agency will review the sodded or seeded areas for adequacy. Areas not fully established (sod) or germinated (seeded) with a uniform stand of grass, or areas damaged through any cause prior to this inspection shall be resodded/reseeded, by the Contractor as herein specified and at the Contractor’s sole expense as no additional monies will be due the Contractor. “Uniform stand of grass” shall signify complete cover of lush, thriving, green grass with no bare spots.

**Reseeding**

Reseed and fertilize with 6-2-4 at a rate of 400 pounds (30 pounds) per 1,000 square foot, all areas failing to show a uniform stand of grass after germination of seed, or damage through any cause before physical completion of the Project.

**8-02.4 Measurement**

(*****)

This Section is supplemented with the following:

Topsoil, Type A will be measured by the cubic yard to the nearest 0.5 cubic yard in the haul conveyance or container at the point of delivery. The Resident Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity delivered and placed on site. The Contractor shall coordinate same.

Bark or Wood Chip Mulch will be measured by the cubic yard in the haul conveyance or container at the point of delivery. The Resident Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity delivered and placed on site. The Contractor shall coordinate same.

Sod Installation will be measured by the square yard, along the ground slope.

Root barrier shall be measured along the top edge of the root barrier to the nearest 0.5 feet of root barrier installed and accepted.
The pay quantities for plant materials will be determined by count of the number of satisfactory plants in each category accepted by the Engineer.

8-02.5 Payment
(*****)

This Section is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for each of the following listed bid items that are included in the Proposal:

The unit contract price per cubic yard for “Topsoil, Type A” shall be full pay for all costs necessary for providing the source of material for topsoil Type A, for pre-excavation weed control, excavating, loading, hauling, intermediate windrowing, stockpiling, weed control on stockpiles or windrows, and removal, furnishing, placing, cultivating, spreading, processing, and compacting the topsoil.

The unit contract price per cubic yard for “Bark or Wood Chip Mulch” shall be full pay for all costs necessary to furnish and install the bark mulch.

The unit contract price per square yard for “PSIPE Sod Installation” shall be full pay for all costs necessary for weed control within the sodded area, to prepare the area, install the sod, erect barriers, establish sod lawn, resod as needed, fertilize, mow, and water.

The unit contract price per each for trees shall also include full pay for all labor, material, tools, equipment, and supplies necessary to excavate, scarify, wastehaul, fine grade, produce, plant, fertilize, cultivate, furnish and install trees, stakes and soil amendments and cleanup.

The unit contract price per linear foot for “Root Barrier” shall be full pay for all costs necessary to furnish and install the root barrier.

8-04 CURB, GUTTERS, AND SPILLWAYS

8-04.3 Construction Requirements
(*****)

This Section is supplemented with the following:

Any curb and gutter damaged, defaced, cracked, chipped, or determined to be of poor workmanship, in the opinion of the Contracting Agency, shall be removed, wastehauled and replaced by the Contractor, at the
Contractor’s expense. Sacking and grinding shall not be considered an acceptable means for repairing unacceptable sections. The Contractor shall further provide verbal and written notice (door hanger) to property owners identifying restricted use of their driveways, sidewalks, etc. This notice must be provided twice: at 1 week prior and again 1 day prior to the work being performed.

8-04.5 Payment

This Section is supplemented with the following:

The unit contract price per linear foot for “Cement Concrete Traffic Curb and Gutter” shall include all costs associated with furnishing labor, material, tools, and equipment for the complete installation of these items including, but not limited to, forming, placing, block-outs, lowering curbs for sidewalk ramps and driveways, shaping/forming at curb/vault inlets, joint filler, curing, temporary barricades, end-sections, and any other items as shown on the plans and as required in the field for a complete installation. It shall also include protecting all curb and gutters from vandalism and other damage until accepted by the Contracting Agency.

8-09 RAISED PAVEMENT MARKERS

8-09.4 Measurement

Delete this Section and replace with the following:

Measurement of markers will be by units of 100 markers furnished and set in place regardless of the type of marker.

8-09.5 Payment

Delete this Section and replace with the following:

“Raised Pavement Marker,” per hundred.

The unit contract price per hundred for “Raised Pavement Marker” shall be full pay for furnishing and installing the markers, regardless of type, in accordance with these Specifications including all costs involved with traffic control except for reimbursement for labor for traffic control in accordance with Section 1-10.5.

City of Kirkland
NE 132nd Street/Juanita High School Access
Road Intersection Improvements
G&O #18654 8-9
8-12  CHAIN LINK FENCE AND WIRE FENCE

8-12.1 Description

(*****)

This Section is supplemented with the following:

This work also consists of removing, stockpiling, and reinstalling existing fence.

8-12.2 Materials

(*****)

This Section is supplemented with the following:

Coated Chain Link Fence

Samples of the coated fencing materials shall be approved by the Engineer prior to installation on the project.

The Contractor shall supply the Engineer with two aerosol spray cans containing a minimum of 14 ounces each of paint of the color specified above. The touch-up paint shall be compatible with the coating system used.

Concrete

Footings shall be constructed using concrete Class 3000.

8-12.3 Construction Requirements

(*****)

This Section is supplemented with the following:

The chain link fabric shall not extend above the plane of the top rail. The top rail shall be a smooth continuous member.

Relocate Existing Fence

The Contractor shall be required to remove and reinstall existing fences as noted on the Plans. The Contractor is urged to inspect the construction site so as to ascertain the condition of existing fences to be removed and relocated. The fences shall be reinstalled as soon as practicable. The
Contractor shall protect the fence materials from damage during the removal, storage, and reinstallation of said fences. Any damage to the materials caused by the Contractor in removing or reinstalling the existing fences, or by the neglect of the Contractor in protecting the fence during storage, shall be cause for rejection by the Engineer; and shall be replaced, in kind at no additional cost to the Contracting Agency. The Contractor shall be required to furnish and install new posts for the entire length of each relocated fence. The Contractor shall install the new posts for relocated chain link fence per the chain link fence post detail on the Plans. Height to match existing fence.

8-12.4 Measurement

(******)

This Section is supplemented with the following:

Chain link fence with vinyl coating will be measured by the linear foot of completed fence, along the ground line, exclusive of openings.

Remove and relocate fence will be measured by the linear foot of reinstalled fence along the ground line, exclusive of openings.

8-12.5 Payment

(******)

This Section is supplemented with the following:

The unit contract price per linear foot for “Remove and Relocate Fence” shall include all costs for furnishing the necessary materials, labor, equipment and tools to relocate the fence including, but not limited to, remove and wastehaul the existing fence posts, construct the relocated fence, new concrete footings, new posts and caps, and all hardware for a complete installation.

The unit contract price per linear foot for “Chain Link Fence, Type ____ w/Vinyl Coating” shall include all costs for furnishing the necessary materials, labor, equipment and tools to construct the fence including, but not limited to, new concrete footings, posts, bars, tension wire, chain link fabric, vinyl coating, touchup paint, and all hardware for a complete installation.
8-14 CEMENT CONCRETE SIDEWALKS

8-14.3 Construction Requirements

(******)

This Section is supplemented with the following:

Any sidewalk damaged, defaced, cracked, chipped, or determined to be of poor workmanship, in the opinion of the Contracting Agency, shall be removed, wastehauled, and replaced by the Contractor at the Contractor’s expense. Damaged sidewalk shall be removed at a construction or expansion joint; sawcutting will not be allowed. Sacking, grinding, or spot repaired shall not be considered an acceptable means for repairing unacceptable sections. The Contractor shall further provide verbal and written notice (door hanger) to property owners abutting the Project identifying restricted use of these facilities, etc. This notice must be provided 1 week prior and again 1 day prior to the work being performed.

8-14.4 Measurement

(******)

This Section is supplemented with the following:

Measurement of curb ramps will be by the unit for each completed ramp, regardless of ramp type.

8-14.5 Payment

(******)

This Section is supplemented with the following:

The unit contract price per square yard for “Cement Conc. Sidewalk” shall include all costs of furnishing all materials, labor, tools, and equipment necessary for a complete installation including forming, furnishing and placing concrete, thickened edges, jointing and joint filler, curing, temporary barricades, and any other items required for a complete installation in good working order and in accordance with the Plans, the Specifications, and as required in the field. It shall also include protecting all sidewalks from damage until accepted by the Contracting Agency.

The unit contract price per each for “Cement Conc. Curb Ramp” shall include all costs of furnishing all materials, labor, tools, and equipment necessary to furnish and construct the curb ramp, regardless of type, including forming, furnishing and placing concrete, truncated domes,
curbing for ramps (at sides or back of ramps), jointing, and joint filler, curing, and temporary barricades as necessary.

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS AND ELECTRICAL

8-20.1 Description

This Section is supplemented with the following:

The Contractor shall modify the existing signal system at NE 132\textsuperscript{nd} Street/Juanita High School Access Road. The modifications shall include removing and salvaging existing equipment, furnishing and installing new conduit, wire, and signal equipment for display and detection.

The Contractor shall coordinate with the City of Kirkland Engineer prior to installation of any equipment in a traffic signal cabinet. Advance notification shall be provided to the Engineer a minimum of 10 days prior to the installation.

This work shall also include modification of the existing ITS system. Work may include the removal and replacement of existing ITS junction boxes/vaults, conduit splicing, installation of new fiber optic cable, demolition of existing sidewalk, restoration and wastehaul. It is anticipated that this will include the replacement the existing Type 2 junction box with type 25TA cable vault at SE corner of 100\textsuperscript{th} Avenue NE. Match existing fiber optic strands and pull new cable through existing conduits to approx. 108\textsuperscript{th} Avenue NE existing 25TA vault. At existing 25TA vault at 108\textsuperscript{th} Avenue NE splice new SMFO cable to existing fiber optic cable in new splice case and coil 50-feet in existing vault. Route new SMFO cable through existing conduits to 106\textsuperscript{th} Avenue NE. Intercept existing conduits at SW corner of 106\textsuperscript{th} Avenue NE and route conduit to new controller cabinet. Land new SMFO cable in fiber optic patch panel in new controller cabinet. Coordinate and confirm all work with Agency.

The last paragraph of this section is deleted and replaced with the following:

Unless otherwise noted, the location of signals, controllers, conduit, and all related appurtenances shown in the Plans are approximate and shall be verified with the Engineer in the field prior to installation.
8-20.2(1) Equipment List and Drawings

(******)

This Section is supplemented with the following:

Proposed Material Specifications for All Traffic Signal, ITS and Communication System Components

This shall include, but not be limited to, poles, junction boxes, conduit, cabling, splice materials, signal heads, push buttons, luminaries, all signal and communication system hardware, including cabinets and cabinet-contained hardware. Submittals shall be neat, legible, and orderly, submitted with an index or transmittal form listing all submittal contents. Submittals without an index or transmittal form listing all contents will be rejected. Neatly organize each package of submittal data and separate by hardware item. Where catalogue sheets are copied listing multiple items, all items proposed for use on this project shall be highlighted to distinguish from items not proposed for use on the project. A detailed fiber optic materials listing and installation procedure including the following: Manufacturer's complete specifications for all communication system cabling, splice enclosures and associated electronics. Fiber optic cable cutting lengths reflecting the cable order and reel allocations.

Contractor shall submit cable pulling plan which shall state the exact operational procedures to be utilized and which identifies the physical locations for equipment placement, proposed equipment setup at each location, pulling tension on all cables for each pull, staffing, and the pulling methodology for each type of cable.

8-20.3 Construction Requirements

8-20.3(1) General

(******)

This Section is supplemented with the following:

Work Involving Modification to Existing Signals

If portions of the existing traffic installations are to be incorporated in the proposed signal installations, the existing signal controls shall be kept in operation during installation of the proposed signal modifications and improvements, except for shutdowns to allow for alterations as required for installation of the proposed improvements.
The Contractor shall coordinate planned disruptions of signal operations with the City Engineer 48-hours in advance of such disruptions of operations. The Contractor shall be responsible for maintaining adequate traffic control during any period of disruption to the existing signal.

Planned disruption of signal operations shall be limited to the hours between 9:00 a.m. and 2:00 p.m., Tuesday through Thursday, excluding City observed Holidays, unless prior authorization has been obtained from the City Engineer.

The Contractor shall contact the City Engineer 72-hours in advance to determine which existing signal equipment shall be salvaged and delivered to the City’s PWO maintenance yard. Existing equipment deemed unsalvageable by the City shall be the responsibility of the contractor to properly dispose.

Existing signal poles shall remain visible and illuminated until the new signals are activated. In the event the contractor damages the existing signal conduits and cables, repairs shall be made within 24 hours at the Contractor’s cost by an electrical contractor, to the satisfaction of the City as directed by the Contracting Agency.

8-20.3(5) Conduit

Galvanized steel conduit shall be installed at the following locations:

- All railroad crossings.
- All pole risers, except as otherwise required by owning utilities.
- All other locations noted in the contract.
- All runs externally attached to structures.

Add the following after the twelfth paragraph:

PVC Schedule 40 conduit shall be used for buried installations outside the perimeter of paved, driveway, and sidewalk areas.

PVC Schedule 80 conduit shall be used for buried installations inside the perimeter of paved, driveway, and sidewalk areas (areas subject to vehicular use).

Galvanized steel conduit shall be used for all above-ground installations.
8-20.3(8) Wiring

Supplement this Section with the following:

For installing new cables in existing occupied or empty conduit, the Contractor shall be responsible for the following steps: (1) Install a new pull rope using a rod/fish tape in the conduit for pulling in the new cabling if a pull rope does not already exist. (2) If the Contractor cannot get the rod/fish tape to pass through the conduit, the Contractor shall blow air through the conduit to remove any debris blocking the rod/fish tape path. The Contractor shall be careful not to blow air into controller or service cabinets. (3) If the rod/fish tape still does not pass through the conduit after blowing air, the Contractor shall disconnect a single existing wire as agreed to by the Engineer (if the conduit is occupied) and use that wire to pull the new wiring plus a new cable to replace the existing cable that is being used for pulling. (4) If no existing wire can be used to pull in the new wire, the Contractor shall try another conduit run if one exists, or pull out all existing wiring from the conduit and use to pull in the new wiring plus all new cabling to replace existing cabling. Rodding, fish taping, blowing air, and disconnecting/ reconnecting cable shall be the Contractor’s cost responsibility. In an event that none of these steps led to successful wire installation, the Contractor shall install new conduit as directed by the Engineer.

When removing existing cabling, if the cable won’t initially move, the contractor shall attempt to blow air through the conduit to loosen debris around the cable. Blowing air into the conduit is included in the cost of cable removal. If the cable will not move after blowing air into the conduit, the Contractor shall contact the Engineer.

Terminal strips in cabinets, or when used as a connecting device between conductors shall bear the circuit numbers.

Field Wiring Chart

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City of Kirkland
NE 132nd Street/Juanita High School Access
Road Intersection Improvements
G&O #18654 8-16
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City of Kirkland
NE 132nd Street/Juanita High School Access
Road Intersection Improvements
G&O #18654 8-17
8-20.3(11) Testing

The last paragraph of the Section is deleted and replaced with the following:

Contractor shall give the City Engineer at least 10 working days’ notice prior to the traffic signal intersection turn on. Contractor shall arrange to have a City signal technician present at the time of signal turn-on. In addition, Contractor shall provide sufficient personnel and equipment for the timely completion of traffic signal turn on.

Traffic signal system turn-ons shall be limited to Tuesday through Thursday, excluding City observed Holidays or the day preceding a holiday, unless prior authorization has been obtained from the City Engineer. The City of Kirkland prefers that cabinet turn-on be scheduled on Tuesdays, if possible.

The Contractor shall be present for signal turn on and be prepared to respond to any technical difficulties that may be encountered due to construction of the traffic signal.

All detectors and CCTV shall be operational, striping or markings and signs in place prior to signal turn-on.

Existing traffic signals shall remain operational until the day of the turn on of the new signal system.

Down time, if any, shall be kept to an absolute minimum. Contractor shall furnish and install all temporary traffic control (stop signs, flagmen, uniformed officers, etc.) during any down time, in addition to all required construction signs. The Contractor shall coordinate all work requiring a cut over a minimum of 10 days in advance of the work. The cut over duration shall not exceed 8 hours.

Uniformed Police Officers shall be employed by the contractor and are required to be on the job site for traffic signal turn-ons. Certified flagmen or Uniformed Police Officers may be used, as needed, for lane closures. It is the Contractor’s responsibility to use the appropriate personnel for lane closures. The MUTCD will be observed for all lane closures.

The Contractor shall provide and install temporary Traffic Revision Ahead signs with two orange warning flags on each approach to the intersection.
from the time of signal turn-on for a period of 6 weeks following signal turn-on.

Contractor will be required to respond immediately and to initiate emergency maintenance operations on the jobsite a maximum of 4 hours after the call is received from the Contracting Agency. The Contractor shall pursue repairs to the traffic signal system and have it back in normal operation within a maximum of 6 hours after call is received.

**Turn-On Test Period**

Upon receipt of written authorization, the contractor shall place the signal in operation beginning a 15-day trial period. When in the opinion of Public Works Department, the signal has operated satisfactorily for 15 consecutive days; a final inspection by the City will be made. A written communication confirming final acceptance for the installation will be sent to the contractor by the Contracting Agency.

**8-20.3(14) Signal Systems**

**8-20.3(14)A Signal Controllers**

This Section is supplemented with the following:

The persons performing the controller cabinet installation and wiring and their Supervisor shall be personally experienced in traffic signal and controller cabinet systems and shall have been engaged in this work for a minimum of 3 years. Qualifications shall be submitted to the Engineer at least 30 calendar days prior to the start of the first controller cabinet replacement. These qualifications shall include:

1. The name of each person who will be performing controller cabinet and traffic signal wiring work and their employer’s name, business address and telephone number.

2. The name and addresses of five similar projects that the foregoing people have worked on during the past 3 years.

3. All information required showing the experience criteria have been met.

Where controllers cabinets are to be replaced, the Contractor shall label all existing wiring minimum of 5 working days prior to the scheduled replacement date for the controller cabinet. The wiring shall indicate the
current termination of the cable in the cabinet and any change to the wire
termination for the new cabinet. Changes will be required in locations
where the phasing is being reconfigured as shown on the Plans.

The Contractor shall use a labeling method that is preapproved by the
Engineer and local technicians before completing the labeling work.
Labeling will be subject to inspection and will require correction if not
performed properly.

The traffic signal controller cabinet with all pluggables and all associated
equipment shall be furnished by the Contractor and delivered to the City
traffic signal technicians for a 30- to 45-day testing period. See Section 9-
29.13(7)D of these Special Provisions for additional testing requirements.
At the conclusion of the test period, Contracting Agency personnel will
deliver the controller and cabinet to the project site. The controller and
cabinet will not be delivered until the electrical service cabinet is installed
and functional. The Contractor shall provide 5 working-days’ notice prior
to delivery of the controller and cabinet. The Contractor shall install the
cabinet and controller and make all field connections.

Existing traffic signal cabinets shall remain operational until the switchover
to new signal systems is completed and fully functional.

8-20.3(14)C Induction Loop Vehicle Detectors
(******)

This Section is deleted in its entirety and replaced with the following:

General Install loop detectors during conditions of zero precipitation and
when the pavement temperature is between 40 degrees F and
100 degrees F.

Clean roadway surface of debris, standing water, or other material which
may enter the sawcut and thereby degrade the quality of the installation.

The Contractor shall mark the location of all loops. The Contractor shall
consider any pavement degradation or utilities that may interfere with the
proper installation of the loop detector. The Contractor shall notify the
Contracting Agency 24 hours in advance to obtain approval of the location
of the loop detectors as laid out prior to any cutting. At no time shall any
of the sawcuts pass closer than 1 foot to any utility cover.

The Contractor shall determine the depth of the pavement section where
the loop is to be installed. If the pavement section is less than the required

City of Kirkland
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depth of the sawcut, the Contractor shall consult the Engineer or the inspector for directions.

Loop detectors that are unintentionally cut or damaged during construction shall be repaired or replaced by the Contractor at Contractor's expense, regardless of fault, within 24 hours.

**Temporary Vehicle Detection**

The Contractor is responsible for maintaining vehicle detection at all times on an existing signal system. The Contractor shall furnish and install temporary video detection prior to disconnecting any existing induction loops or immediately after any loops are accidentally disconnected. The video detection shall be positioned and installed as directed by the Contracting Agency.

**8-20.3(14)E Signal Standards**

**8-20.3(14)E(17) Installation (*****)**

This Section is supplemented with the following:

After delivering the poles and arms to the job site and before they are installed, they shall be stored in a place that will not inconvenience the public. All poles and arms shall be installed in compliance with Washington State Utility and Electrical Codes.

Poles shall be installed so that the mast arm is perpendicular to the centerline of the roadway from which it is stationed, unless otherwise noted on the Plans or in the construction notes. The poles shall be installed on leveling nuts and washers secured to the anchor bolts and with locking nuts and washers on the top of the base flange. The side of the shaft opposite the load shall be plumbed by adjusting the leveling nuts or as otherwise directed by the Engineer. The space between the concrete base and the bottom of the pole flange shall be filled with dry pack mortar to completely fill the space under the flange and around the conduits and be neatly trawled to the contour of the pole flange. A plastic drain hose (1/2-inch diameter) shall be inserted through the mortar to provide drainage from the interior of the pole-base and be trimmed flush with the interior and exterior surface of the mortar. Dry pack mortar shall consist of a 1:3 mixture of cement and fine sand with just enough water so that the mixture will stick together on being molded into a ball by hand and will not exude free moisture when so pressed. All welds shall comply with
1 the latest AASHTO Standard Specifications for Structural Supports of
2 Highway Signs, Luminares, and Traffic Signals. Welding inspection shall
3 comply with Section 1.4.2. Hardened washers shall be used with all signal
4 arm connecting bolts instead of lockwashers and conform to AASHTO M
5 293. All signal arm connecting bolts shall conform to AASHTO M 164 and
6 be tightened to 40 percent of proof load.

7 8-20.3(17)H “As-Built” Plans
8 (*****)
9
10 This Section is deleted in its entirety and replaced with the following:
11
12 Upon completion of the construction and prior to the turn-on of any traffic
13 control equipment, the Contractor shall furnish an “as-built” plan of the
14 intersection showing all signal heads, pole locations, detectors, junction
15 boxes, miscellaneous equipment, conductors, cable wires up to the signal
16 controller cabinet, and with a special symbol identifying those items that
17 have been changed from the original contract drawings. Field changes
18 from the original design shall be shown in RED color. All items shall be
19 located within one-foot horizontal distance and 6-inches vertical distance
20 above, below or at the surface.

21 8-20.5 Payment
22 (*****)
23
24 This Section is supplemented with the following:
25
26 The lump sum contract price for “Traffic Signal System Modifications (NE
27 132nd Street/Juanita High School Access Road)” shall also include all work
28 necessary to complete the traffic signal modifications; to make all field
29 terminal connection; and to complete appropriate cabinet field tests.
30
31 The lump sum contract price for “ITS Modifications” shall include all costs
32 to complete the ITS work indicated including, but not limited to, furnishing
33 and installing cables, vaults, splicing, connections, excavation, surface
34 restoration and wastehaul.
8-21 PERMANENT SIGNING

8-21.3(4) Sign Removal

(******)

This Section is supplemented with the following:

The Contractor shall obtain approval from the Engineer prior to removing existing signs.

(******)

Eight weeks after physical completion of the project, the Contractor shall remove the “Traffic Revision Ahead” sign including the sign post and foundation.

8-21.3(5) Sign Relocation

(******)

This Section is supplemented with the following:

All existing signs not designated for permanent removal that are damaged or removed shall be replaced by the Contractor at no additional expense to the Contracting Agency.

Existing signs shall be temporarily relocated by the Contractor, as required, to portable sign stands, subject to the approval of the Engineer. When temporarily installed on posts, the signs shall be located as near as practical to their permanent locations and shall have a minimum vertical clearance above the pavement in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

All portable sign stands shall be designed to rigidly support the sign in position without creating a hazard to the motorist. Portable sign stands shall be furnished by the Contractor and upon completion of the work shall remain the property of the Contractor and shall be removed from the Project.
8-21.5 Payment

(******)

This Section is supplemented with the following:

“Permanent Signing,” per lump sum.

The lump sum contract price for “Permanent Signing” shall be full pay for all material, labor, tools, and equipment necessary to remove, protect, and reinstall existing signs including posts, concrete anchors, and fasteners, as specified herein and shown on the Plans, as well as furnishing and installing all new permanent signs as may be specified on the Plans, and installation and removal of the “Traffic Revision Ahead” signs.

8-22 PAVEMENT MARKING

8-22.1 Description

(******)

This Section is supplemented with the following:

Pavement markings shall conform to Section 8-22 of the Standard Specifications, and the latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington, and shall be constructed as shown in the Plans except as modified herein.

The Contractor shall be responsible for all traffic control required to place and protect pavement marking material, as outlined in Sections 1-07.23 and 1-10 of the Standard Specifications and these Special Provisions.

8-22.2 Materials

(******)

This Section is supplemented with the following:

Plastic pavement marking materials shall be Type A – liquid hot applied thermoplastic unless indicated otherwise in the Contract Documents.

Patents

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the Contracting Agency and its duly authorized representatives from all suits of law or
action of every nature for, or on account of, the use of any patented materials, equipment, device, or processes.

Acceptance
The Contractor shall be responsible for supplying material that meets aforesaid material and testing requirements. The Contractor shall supply certification that the pavement marking material meets the above specifications.

8-22.3 Construction Requirements
(* *****)

This Section is supplemented with the following:

In addition to the requirements of Sections 8-22.3(2) and 8-22.3(3), the application and surface preparation shall conform to the manufacturer’s recommendations.

The Contractor shall provide the Engineer with two copies of the manufacturer’s recommendations for installation.

In all cases, the product manufacturer’s recommended application procedures shall be adhered to. When no such procedures have been published, workmanship shall be governed by these Special Provisions and the Standard Specifications.

After cleaning of areas to receive pavement markings, the areas shall pass inspection of the Engineer prior to application of the material or the primer coat.

Reflectorized beading as stated in Section 8-22.3(3) of the Standard Specifications shall be provided with all pavement markings.

8-22.3(6) Removal of Pavement Markings
(* *****)

This Section is supplemented with the following:

All Type D pavement markings and raised pavement markers shall be removed prior to any HMA overlay.

Painting is not an acceptable method for obliteration or removal of pavement markings.
8-22.4 Measurement

(******)

This Section is supplemented with the following:

No specific unit of measure will apply to removal of pavement markings.

Plastic Intersection Bike Lane Pavement Marking will be measure by the square foot.

8-22.5 Payment

(******)

This Section is supplemented with the following:

“Removing Pavement Markings,” lump sum.

The lump sum contract price for “Removing Pavement Markings” shall be full pay for all costs to remove existing and temporary pavement markings as required to include, but not limited to, RPMs, painted markings and plastic markings.

“Plastic Intersection Bike Lane Pavement Marking,” per square foot.

The unit contract price per square foot for “Plastic Intersection Bike Lane Pavement Marking” shall be full pay for all costs to install the green and white bicycle lane markings per the plans and details.

8-24 ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING

8-24.2 Materials

(******)

This Section is supplemented with the following:

Modular Block Walls
The face of the wall shall consist of a rock-face type appearance. Modular block units shall be Keystone brand straight face series, or Contracting Agency approved equal. Color shall be concrete gray. The depth of each unit block shall be a minimum of 21-1/2 inches. Unit blocks shall allow concave and convex curves per wall alignments indicated on Plans.
Modular block units shall have minimum 28-day compressive strength of 20 Mpa in accordance with ASTM C90. The concrete shall have adequate freeze-thaw protection with a maximum adsorption rate of 8 percent.

Exterior dimensions shall be uniform and consistent. Maximum dimensional deviations shall be 0.20 inches (not including textured face).

**Segmental Concrete Walls**

Segmental Concrete retaining wall units are prefabricated units.

Provide half units, bench units, cap units, flat top units, transition units, etc., as indicated on the Plans and/or as directed by the Engineer.

Subject to compliance with requirements, manufacturers that may be used include, but are not limited to the following:

Redi-Rock (with “Ledgestone” face).

**8-24.3 Construction Requirements**

---

**Retaining Wall Design Calculations and Construction Shop Drawings**

A. The Contractor shall furnish construction shop drawings and supporting structural calculations to the Contracting Agency for review and approval. The drawings and engineering calculations shall be signed, sealed and dated by a professional civil engineer licensed in the state of Washington.

B. The design criteria provided in the plans shall be used by the Contractor for design of the retaining wall.

C. The precast modular block design, except as noted herein, shall be based upon International Building Code 2015, ASCE 7-10, and NCMA Design of Segmental Retaining Walls.

D. Contractor shall furnish a wall construction plan for review and approval. The plan shall describe methods that will be used to protect the integrity of the existing retaining walls including, but not limited to, excavation methods, temporary shoring and construction phasing.

**Precast Modular Block Retaining Wall Units**

A. All units shall be wet-cast precast modular retaining wall units conforming to ASTM C1776.

City of Kirkland
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B. All units for the project shall be obtained from the same manufacturer. The manufacturer shall be licensed and authorized to produce the retaining wall units by the precast modular block system patent holder/licensor and shall document compliance with the published quality control standards of the proprietary precast modular block system licensor for the previous three (3) years, or the total time the manufacturer has been licensed, whichever is less.

C. Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus or waste concrete. It shall be an original production mix meeting the requirements of ASTM C94.

D. Exterior block dimensions shall be uniform and consistent. Maximum dimensional deviations shall be 1 percent excluding the architectural surface. Maximum width (face to back) deviation including the architectural surface shall be 1.0 inch.

E. Each concrete block shall be cast in a single continuous pour without cold joints.

F. Exposed face shall be finished as specified. Shake-on color stain will be used to blend into the remainder of the block face.

8-24.3(2) Gravity Block Wall

This Section is supplemented with the following:

Delivery, Storage and Handling

The retaining wall installation contractor shall inspect the materials upon delivery to ensure that the proper type, grade and color of materials have been delivered.

The retaining wall installation contractor shall store and handle all materials in accordance with the manufacturer’s recommendations as specified here and in a manner that prevents deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, UV exposure or other causes. Damaged materials shall not be incorporated into the work.
Excavation

Excavation shall be in accordance with the requirements of Section 2-09 and in conformity to the limits and construction stages shown in the Plans.

The Contractor shall restrict the excavation limits to the length of wall that can be constructed in one-day’s work. Excavation beyond the limits that can be completed in one day’s work shall be permitted if the Contractor can demonstrate that the excavation will remain stable until the wall is completed.

Slopes above the wall shall be established prior to any excavation for the wall.

Foundation Preparation

The foundation for the wall shall be graded as shown in the Plans.

Prior to placement of the concrete units, the foundation, if not in rock, shall be compacted. Any foundation soils found to be unsuitable shall be removed and replaced as provided for under Section 2-09.3(1) C.

Leveling Pad

1. The leveling pad shall be constructed to provide a level, hard surface on which to place the first course of precast modular block units. The leveling pad shall be placed in the dimensions shown on the retaining wall construction drawings and extend to the limits indicated.

2. Concrete used for construction of the concrete leveling pad shall be cured a minimum of 12 hours prior to placement of the precast modular block wall retaining units and exhibit a minimum 28-day compressive strength of 3,000 psi.

Installation

1. The first course of block units shall be placed on the prepared leveling pad with the front edges tight together. The Contractor shall install the units level and the alignment as shown on the Plans. The units shall be in full contact with the leveling pad. Proper care shall be taken to develop straight lines and smooth curves.
2. Backfill shall be placed in front of the bottom course of blocks prior to placement of subsequent block courses. Nonwoven geotextile fabric shall be placed in the v-shaped joints between adjacent blocks. Drainage aggregate shall be placed in the v-shaped joints between adjacent blocks, and extend to a minimum distance of 12 inches behind the block unit.

3. Drainage aggregate shall be placed in 9-inch maximum lifts and compacted by a minimum of three passes of a vibratory plate compactor capable exerting a minimum of 2,000 lb of centrifugal force.

4. Unit core fill shall be placed in the precast modular block unit vertical core slot. The core fill shall completely fill the slot to the level of the top of block unit. The top of the block unit shall be broom-cleaned prior to placement of subsequent block courses. No additional courses of precast modular blocks may be stacked before the unit core fill is installed in the blocks on the course below.

5. Base course blocks for gravity wall designs (without geosynthetic soil reinforcement) may be furnished without vertical core slots. If so, disregard item 4 above, for the base course blocks in this application.

6. Nonwoven geotextile fabric shall be placed between the drainage aggregate and the retained soil (gravity wall design) if required on the retaining wall construction drawings.

7. Subsequent course of block units shall be installed with a running bond (half block horizontal course-to-course offset). With the exception of 90 degree corner units, the shear channel of the upper block shall be fully engaged with the shear knobs of the block course below. The upper block course shall be pushed forward to fully engage the interface shear key between the blocks and to ensure consistent face batter and wall alignment. Drainage aggregate, unit core fill, geotextile and properly compacted backfill shall be complete and in place for each course of block units before the next course of blocks is stacked.

8. The elevation of retained soil fill shall not be less than one block course below the elevation of the retained backfill throughout the construction of the retaining wall.
9. If included as part of the precast modular block wall design, cap units shall be secured with an adhesive in accordance with the precast modular block manufacturer’s recommendation.

10. Where the “short” wall terminates against the existing rockery and gabion wall, fill gap with cast-in-place concrete as indicated on the Plans. A separate placement of concrete shall be used for each course of blocks. Match batter of face of block wall.

**Construction Tolerance**

Allowable construction tolerance of the retaining wall shall be as follows:

1. Deviation from the design batter and horizontal alignment, when measured along a 10-foot straight wall section, shall not exceed 3/4 inch.

2. Deviation from the overall design batter shall not exceed 1/2 inch per 10 foot of wall height.

3. The maximum allowable offset (horizontal bulge) of the face in any precast modular block joint shall be 1/2 inch.

4. The base of the precast modular block wall excavation shall be within 2 inches of the plan elevations, unless otherwise approved by the Engineer.

5. The maximum allowable vertical displacement of the face in any precast modular block joint shall be 1/2 inch.

6. The wall face shall be placed within 2 inches of the horizontal location indicated on the Plans.

**Wall Infill and Backfill Placement**

Backfill material placed immediately behind the drainage aggregate shall be compacted as follows:

1. 98 percent of maximum dry density at ±2 percent optimum moisture content per ASTM D698 standard proctor of 85 percent relative density per ASTM D4254.

Compactive effort with 3 feet of the back of the precast modular blocks should be accomplished with walk-behind compactors. Compaction in this
zone shall be within 95 percent of maximum dry density as measured in accordance with ASTM D698 standard proctor of 80 percent relative density per ASTM D4254. Heavy equipment should not be operated within 3 feet of the back of the precast modular blocks.

Backfill material shall be installed in lifts that do not exceed a compacted thickness of 9 inches.

Install controlled density fill (CDF) where indicated on the Plans.

At the end of each work day, the Contractor shall grade the surface of the last lift of the granular wall infill to a 3 percent ± 1 percent slope away from the precast modular block wall face and compact it.

The Contractor shall protect the precast modular block wall structure against surface water runoff at all times through the use of berms, diversion ditches, silt fence, temporary drains and/or any other necessary measures to prevent soil staining of the wall face, scour of the retaining wall foundation or erosion of the reinforced backfill or wall infill.

8-24.4 Measurement

(******)

Delete this Section and replace with the following:

No specific unit of measure will apply to segmental concrete retaining walls.

No specific unit of measure will apply to modular block walls.

8-24.5 Payment

(******)

Delete this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1 for each of the following bid items that are included in the Proposal:

The lump sum contract price for “Segmental Concrete Retaining Wall” shall include all costs for furnishing all material, labor, tools and equipment necessary to construct the wall including, but not limited to, engineering and/or design submittals, excavation, shoring, protecting existing walls to remain, preparing the subgrade, furnishing and installing leveling pad, wall units, geotextile between adjacent blocks, drain pipe(s), drain rock,
geotextile fabric for drain pipe, forming, concrete for “short wall,”
dewatering, and wastehaul for a complete installation.

The lump sum contract price for “Modular Block Wall” shall be full pay for
furnishing all material, labor, tools, and equipment necessary to construct
the modular block wall including, but not limited to, excavation, shoring,
preparing the subgrade, furnishing and installing leveling pad, modular
blocks (including modular caps and construction adhesive), unit fill, drain
pipe, connections, drain rock, geotextile fabric for drain pipe, and
wastehaul for a complete installation.

Gravel backfill will be paid for separately under the unit contract item
“Gravel Backfill for Walls.”

SECTION 8 – MISCELLANEOUS
(******)

This Section is supplemented with the following:

PROJECT IDENTIFICATION SIGN
(******)

Description

The Contractor shall install and maintain, for the duration of the project, City-
provided informational sign for this project.

Construction Requirements

The City-provided chloroplast or aluminum sign shall be maximum 4 feet
by 8 feet in size. The Contractor will mount chloroplast signs to plywood
sheets of the same size. This mounting can be skipped for aluminum
signs. Contractor will install signs by furnishing and setting two 4 x 4
posts (per sign) minimum of 36 inches below grade, set apart consistent
with the width of the sign, and backfilling with soil at the location agreed
upon by the City and the Contractor. Secure the sign so the top is 7 feet
above ground level. Contractor shall remove at substantial completion.

Payment

All costs associated with installing City-provided sign shall be included into
the lump sum contract price for “Mobilization.”
DIVISION 9 MATERIALS

9-03 AGGREGATES

9-03.8(7) HMA Tolerances and Adjustments

*****

Delete Item 1 and replace it with the following:

1. **Job Mix Formula Tolerances.** After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

<table>
<thead>
<tr>
<th>Aggregate, percent passing</th>
<th>Nonstatistical Evaluation</th>
<th>Commercial Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot;, 3/4&quot;, 1/2&quot;, and 3/8&quot; sieves</td>
<td>±6%</td>
<td>±8%</td>
</tr>
<tr>
<td>U.S. No. 4 sieve</td>
<td>±6%</td>
<td>±8%</td>
</tr>
<tr>
<td>U.S. No. 8 sieve</td>
<td>±6%</td>
<td>±8%</td>
</tr>
<tr>
<td>U.S. No. 200 sieve</td>
<td>±2.0%</td>
<td>±3.0%</td>
</tr>
<tr>
<td>Asphalt Binder</td>
<td>±0.5%</td>
<td>±0.7%</td>
</tr>
</tbody>
</table>

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100 percent passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

9-05 DRAINAGE STRUCTURES, CULVERTS AND CONDUITS

9-05.15(1) Manhole Ring and Cover

*****

This Section is supplemented with the following:

Manhole rings and covers shall conform to Section 9-05.15(1) of the Standard Specifications unless indicated otherwise in the Contract Documents.
9-05.15(2) Metal Frame and Solid Metal Cover for Catch Basins or Inlets

This Section is supplemented with the following:

Metal frames and solid metal covers for catch basins or inlets shall conform to Section 9-05.15(2) of the Standard Specifications unless indicated otherwise in the Contract Documents.

9-29 ILLUMINATION, SIGNAL, ELECTRICAL

9-29.13(3) Traffic Signal Controller

This Section is supplemented with the following:

Auxiliary Equipment for NEMA Controllers shall be:

Fiber Optic Termination Panel
The cabinet shall come with a 12 port wall mounted fiberoptic termination panel with loaded duplex single-mode LC coupler plates and splice tray. The panel shall be a Corning SPH-01P with (1) CCH-CP24-A9 coupler plate.

Ethernet Switch
The ethernet switch shall be a Cisco model IE-3000-8TC. The following cables and cords shall be supplied with the ethernet switch:

- Two single mode patch cords (LC to LC) 6 feet
- One 16-gauge 3 conductor power adapter
- Four Cat6 patch cables five feet

Malfunction Management Unit (MMU)
The cabinet shall come with a (MMU) that meets all the requirements of NEMA TS2-2003 while remaining downward compatible with NEMA TS1. It shall have (2) high contrast LCD displays and an internal diagnostic wizard. It shall come with a 10/100 ethernet port. It shall come with software to run flashing yellow arrow operation. The MMU shall be an Eberle Design, Inc. model MMU2-16LEip or approved equivalent.

Load Switch
The cabinet shall come with (16) load switches. All load switches shall be cube type and have LED indications for both the input and output side of the load. The load switches shall be PDC model SSS87 I/O or approved equivalent.
Flasher
The cabinet shall come with (1) flasher. The flasher shall be cube type and have LED indications. The flasher shall be PDC model SSF-87 or approved equivalent.

Flasher Transfer Relay
The cabinet shall come with (6) heavy duty flash transfer relays. The relays shall be Detrol Controls model 295 or approved equivalent.

Bus Interface Unit (BIU)
The cabinet shall come with (6) bus interface units (BIU). These shall meet all the requirements of NEMA TS-2 1998 standards. In addition, all BIUs shall provide separate front panel indicator LED’s for DC power status and SDLC Port 1 transmit and receive status. The (BIU)s shall be Eberle Design, Inc. model BIU700H or approved equivalent.

Power Supply (PS)
The cabinet shall come with a shelf mounted cabinet power supply meeting at minimum TS 2-2003 standards. It shall be a heavy duty device that provides +12VDC at 5 Amps / +24VDC at 2 Amps / 12VAC at .25 Amp, and line frequency reference at 50 mA. The power supply shall provide a separate front panel indicator LED for each of the four outputs. Front panel banana jack test points for 24VDC and logic ground shall also be provided. The power supply shall provide 5A of power and be able to cover the load of four (4) complete detector racks. The (PS) shall be Eberle Design, Inc. model PS250 or approved equivalent.

Loop Amplifiers
The cabinet shall come with (16) 4-channel rack mounted loop amplifiers. These devices shall have LCD displays and be capable of monitoring the call strength from all (4) channels simultaneously via a pie graph on the front panel. These devices must have the capability to perform directional logic and 3rd car queuing for protected/permissive operation. The loop amplifiers shall be Eberle Design, Inc. model ORACLE4e or approved equivalent.

Emergency Vehicle Pre-Emption
The cabinet shall come with (1) Opticom™ auxiliary interface panel (AIP) with Infrared and GPS Technology. It shall connect to the Opticom™ Model 764 Phase Selector(s) with terminals inside a traffic cabinet. It contains terminal blocks for wiring to the traffic cabinet signals, two DB-9 RS-232 communication ports, and a 44-pin connector for connecting legacy auxiliary interface panels and auxiliary harnesses. The Opticom™ auxiliary interface panel shall be Global Traffic Technologies model 768 equivalent.
The cabinet shall come with (1) 4-channel rack mounted Opticom™ phase selectors. These devices shall be capable of receiving encoded signals from Opticom series 700 emitters and detectors. The Opticom™ phase selectors shall be Global Traffic Technologies model 764 equivalent.

9-29.13(10) NEMA, Type 170E, 2070 Controllers and Cabinets

This Section is supplemented with the following:

The controller cabinet shall be manufactured by Western Systems for City of Kirkland configuration and meet the following requirements:

The cabinet shall be NEMA “Stretch P” completely wired and tested to NEMA TS2 Type 1 specifications (as amended). In addition, at a minimum the following requirements shall be met:

- The cabinet shall be designed for 16 channel operation where each load switch socket can be configured for a vehicle phase, pedestrian phase or overlap operation without rewiring the back side of the load-bay.
- The cabinet shall be wired for 64 channels of detection.
- The use of PC boards shall not be allowed except in detector racks or BIU cages.
- The use of plug and play modules shall not be allowed.
- The entire cabinet and components shall undergo a 72 hour test burn in before delivery to the testing agency. If the cabinet comes with a controller, the cabinet shall come with an ATSI TS2 Frame grabber communications test report before delivery will be accepted.
- The cabinet shall use the latest technology applicable and shall be 100% compliant with Section 1605 of the American Recovery and Reinvestment Act of 2009, requiring the use of American iron, steel and manufactured goods.
- The cabinet assembly shall be completely manufactured in the United States of America.

Cabinet Enclosure

At a minimum the cabinets shall meet the following criteria:

1. It shall have nominal dimensions of 67" high x 44" width x 25.5" depth and meet the footprint dimensions as specified in Section 7.3 of NEMA standards for a Type P cabinet. The cabinet base shall have continuously welded interior mounting reinforcement plates with the same anchor bolt hole pattern as the footprint dimensions.
2. Shall be fabricated from 5052-H32 0.125-inch thick aluminum.

3. The cabinet shall be double-flanged where it meets the cabinet door.

4. The top of the cabinet shall be sloped 1 inch towards the rear to facilitate water runoff. And shall bend at a 90° angle at the front of the cabinet. Lesser slope angles are not allowed.

5. The inside of the cabinet shall utilize C channel rails. (2) Welded on the back wall on 34-inch center and (4) welded on each side wall on 08-inch center with 04 inch between sets. C channel rails shall be 48 inches in length, start 5 inches from the bottom of the cabinet interior and run the entire usable height the cabinet side walls. Adjustable rails are not allowed.

6. The Cabinet shall be supplied with a natural mill finish inside and out.

7. Paint, powder-coating or anodizing shall be per customer request.

8. All external fasteners shall be stainless steel. Pop rivets shall not be allowed on any external surface.

9. The door handle shall be cast 3/4-inch round stock stainless steel bar.

10. The main door shall contain a police door with a conventional police lock. A key shall be provided for both the cabinet lock and the police door lock. The police door shall be recessed into the main door so that the police door is flush with the main door. A closed-cell, neoprene gasket seal shall be bonded to the enclosure doors. A stiffener plate shall be welded across the width of the inside of the main door to prevent flexing. A main door bar stop shall be a two-position, three-point stop that accommodates open-angles at 90, 125, and 150 degrees. A louvered air entrance located at the bottom of the main door shall satisfy NEMA rod entry test requirements for 3R ventilated enclosures. Bearing rollers shall be applied to ends of door latches to discourage metal-on-metal surfaces from rubbing. Lock assembly shall be positioned so handle does not cause interference with key when opening the door.

11. The cabinet shall be equipped with a universal lock bracket capable of accepting a Best Construction Core and a Corbin#2 tumbler series
lock. The cabinet shall come equipped with a Best blue construction core lock.

12. All exterior seams shall be manufactured with neatly formed continuously weld construction. The weld for the police box door shall be done on the inside of the cabinet door. All welds shall be free from burrs, cracks, blowholes or other irregularities.

13. The fan baffle panel seams shall be sealed with RTV sealant or equivalent material on the interior of the cabinet.

14. The cabinet shall be UL listed.

15. The cabinet shall come with lifting ears affixed to the upper exterior of the cabinet. These ears shall utilize only one bolt for easy reorientation.

16. Shall come with a three-stage, multi-ply progressive density polyester, disposable air filter. Filter shall be secured to entrance on main door by two (2) horizontally-mounted restraints. Filter performance UL 900 Class 2 listed and shall conform to ASHRAE Standard 52.1.

17. The door shall be mounted with a single continuous stainless steel piano hinge that runs the length of the door. Attaching tamper resistant bolts shall also be stainless steel.

Shelves
Shall come with (3) double beveled shelves 10-inches deep that are reinforced welded with V channel, fabricated from 5052-H32 0.125-inch thick aluminum with double flanged edges rolled front to back. Slotted hole shall be inserted every 7 inches for the purpose of tying off wire bundles.

Ventilating Fans
The cabinet shall be provided with a finger safe din rail mounted thermostatically controlled (adjustable between 4-176° Fahrenheit) ventilation fan. The fan shall be installed in the top right side of the cabinet plenum. A removable aluminum vent cover shall be supplied to allow a second thermostatically controlled fan to be added.
Computer Shelf
A slide-out computer shelf 16-inch length by 12-inch width by 2-inch depth shall be installed underneath the lower equipment shelf. The shelf shall be mounted just left of center so that controller cables will not interfere with the operation of the shelf when equipment is installed. The shelf shall have a hinged cover that opens from the front and shall be powder-coated black. It shall be a General Devices Part # VC4080-99-1168.

Main Panel Configuration (Load-Bay)
The design of the panel shall conform to NEMA TS2 Section 10, Terminals and Facilities, unless modified here in. This panel shall be the termination point for the controller unit (CU) MSA and (MMU) MSA & B cables. The terminal and facilities layout shall be arranged in a manner that allows all equipment to be readily accessible.

The load-bay shall be fully wired and meet the following requirements:

- The load-bay shall have the following dimensions; constructed from aluminum with a nominal thickness of 0.125 inches and a maximum width of 37-1/2 inches including attached wiring bundles.

- It shall be a Z type configuration.

- The entire assembly shall roll down and provide access to all of the back of panel wiring. All solder terminals shall be accessible when the load-bay is rolled down. The assembly shall be able to roll down without requiring other components, cables or switches to be removed.

- The load-bay shall be designed so that all other cabinet screw terminals are accessible without removing cabinet electronics.

- All the controller (CU) and malfunction management (MMU) cables shall be routed through the back of the load-bay so that they will not be subject to damage during load-bay roll down.

- The top of the load-bay panel shall attach directly to Unistrut™ spring nuts without the use of standoffs and spacers.

- The load-bay shall be balanced such that it will not roll down when fully loaded with load switches, flashers and flash transfer relays, and the Unistrut™ spring nuts are removed.
SPECIAL PROVISIONS - Continued

1. The load-bay facility shall be wired for 16 channels. Each one shall be shall be assignable as a vehicle phase, pedestrian phase or overlap. Each load-bay channel shall be routed through a flash transfer relay.

2. Sixteen load sockets spaced on 2-inch center per NEMA TS1 section 10.2.4, Figure 10-2.

3. Eight flash transfer relay sockets.

4. One flasher socket.

5. All load switches and flasher shall be supported by a bracket extending at least 1/2 the length of the load switch.

6. Two bus interface unit rack slots for BIUs 1 and 2. The load-bay must have space available for a 3rd BIU. All of the cabinet BIU’s shall fit into one rack in the top left corner of the load-bay. Multiple racks are not allowed.

7. A screw terminal shall be provided to access all functions on all BIUs.

8. Wiring for one Type-16 MMU.

9. All 24 VDC relays shall have the same base socket but different from the 115VAC relays.

10. All 115VAC relays shall have the same base socket but different from the 24VDC relays. (not applicable to flash transfer relays or the mercury contactor).

11. The load-bay shall be silkscreened on both sides.

12. Field wiring terminations shall be per channel across the bottom of the load-bay. Each channel shall have 3 terminations from left to right beginning with phase 1 corresponding to the appropriate vehicle phase Red, Yellow and Green and following the order of the load switches. Field terminals shall be #10 screw terminal and be rated for 600V.

13. All cable wires shall be terminated. No tie-off of unused terminals will be allowed.
- Shall be 100 percent manufactured in the United States of America.

All wiring shall conform to NEMA TS1 Section 10.3.3.1. Main panel wiring shall conform to the following colors and minimum wire sizes:

<table>
<thead>
<tr>
<th>Description</th>
<th>Wire Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle green load switch output</td>
<td>14 gauge brown</td>
</tr>
<tr>
<td>Vehicle yellow load switch output</td>
<td>14 gauge yellow</td>
</tr>
<tr>
<td>Vehicle red load switch output</td>
<td>14 gauge red</td>
</tr>
<tr>
<td>Pedestrian Don’t Walk switch</td>
<td>14 gauge orange</td>
</tr>
<tr>
<td>Pedestrian Walk switch</td>
<td>14 gauge blue</td>
</tr>
<tr>
<td>Pedestrian Clearance load switch</td>
<td>14 gauge yellow</td>
</tr>
<tr>
<td>Logic Ground</td>
<td>18 gauge gray</td>
</tr>
<tr>
<td>+24V DC</td>
<td>18 gauge red with white tracer</td>
</tr>
<tr>
<td>+12V DC</td>
<td>18 gauge pink</td>
</tr>
<tr>
<td>AC+ Line</td>
<td>14 gauge black</td>
</tr>
<tr>
<td>AC- Line</td>
<td>14 gauge white</td>
</tr>
<tr>
<td>Earth Ground</td>
<td>16 gauge green</td>
</tr>
<tr>
<td>AC line (load bay)</td>
<td>12/14 gauge black</td>
</tr>
<tr>
<td>AC neutral (load bay)</td>
<td>12/14 gauge white</td>
</tr>
<tr>
<td>Controller A cables</td>
<td>22 gauge blue with the exception of power wires (AC+ Black, AC- White &amp; Earth Ground Green)</td>
</tr>
<tr>
<td>MMU A &amp; B cables</td>
<td>22 gauge orange with the exception of power wires (AC+ Black, AC- White &amp; Earth Ground Green)</td>
</tr>
</tbody>
</table>

The field terminal blocks shall have a screw Type No. 10 post capable of accepting no less than 3 No. 12 AWG wires fitted with spade connectors. Four 12-position terminal blocks shall be provided in a single row across the bottom of the main panel. Spade lugs from internal cabinet wiring are not allowed on field terminal screws. The flash program shall be changeable from the front of the load-bay. All load switches, flasher, and flash transfer relay sockets shall be marked and mounted with screws. Rivets and clip-mounting is unacceptable.

Wire size 16 AWG or smaller at solder joints shall be hooked or looped around the eyelet or terminal block post prior to soldering to ensure circuit integrity. All wires shall have lugs or terminal fittings when not soldered. Lap joint/tack on soldering is not acceptable. All soldered connections shall be made with 60/40 solder and non-corrosive, non-conductive flux. All wiring shall be run neatly and shall use mechanical clamps and conductors.
shall not be spliced between terminations. Cables shall be sleeved in braided nylon mesh and wires shall not be exposed.

**Load-Bay and Panel Wire Termination**
All wires terminated behind the main panel or on the back side of other panels shall be SOLDERED. No pressure or solder-less connectors shall be used. Printed circuit boards shall only be used on the load bay where connecting to the bus interface units (BIU).

**Cabinet Light Assembly**
The cabinet shall have an LED lighting fixture with 15 high power LEDs using a cool white color emitting 300lm min @ 12VDC/750mA. The LED shall be a Rodeo Electronics TS-LED-05M02. The LED fixture shall be powered by a Mean Well class 2 power supply LPV-20-12 that shall be mounted on the inside top of the cabinet near the front edge. The cabinet light circuit shall be designed so a second LED fixture can be installed in the cabinet without the need of a second power supply. An on/off switch that is turned on when the cabinet door is opened and off when it is closed shall activate the lighting fixture(s) power supply.

**Convenience Outlet**
The cabinet shall be wired with one convenience outlet with a ground fault interrupter and one convenience outlet without ground fault interrupters. The ground fault outlet shall be mounted on the right side of the cabinet or near the power panel. The one convenience outlet shall be near the top shelf. No outlets shall be mounted on the door. The GFI power shall be fed through the auxiliary breaker. The convenience outlet shall power shall be fed through an EDCO SHP300-10 transient voltage suppressor located on the cabinet power panel.

**Auxiliary Panel**
The cabinet shall include an auxiliary switch panel mounted to the interior side of the police panel compartment on the cabinet door. This panel shall be hinged at the bottom to allow access to the soldered switches with the use of clamps or tools. Both sides of the panel shall be silkscreened. All of the switches shall be protected by a hinged see-through Plexiglas cover.

At a minimum the following switches shall be included:

**Controller ON/OFF Switch:** There shall be a switch that renders the controller and load-switching devices electrically dead while maintaining flashing operations for purpose of changing the controller or load-switching devices. The switch shall be a general-purpose bat style toggle switch with .688-inch long bat.
**Stop Time Switch:** There shall be a 3-position switch labeled "Normal" (up), "Off" (center), and "On" (down). With the switch in the "Normal" position, a stop timing command shall be applied to the controller by the police flash switch or the MMU (Malfunction Management Unit). When the switch is in its "Off" position, stop timing commands shall be removed from the controller. The "On" position shall cause the controller to stop time. The switch shall be a general-purpose bat style toggle switch with .688-inch long bat.

**Technician Flash Switch:** There shall be a switch that places the field signal displays in flashing operation while the controller continues to operate. This flash shall have no effect on the operation of the controller or MMU. The switch shall be a general-purpose bat style toggle switch with .688-inch long bat.

**Pedestrian Test Switches:** There shall be (4) disconnect/test switches for the pedestrian phases. These switches shall have three positions labeled "On" (up) which shall be normal operation, "Off" (center) which shall disconnect the applicable pedestrian phase, and "Test" (down) which shall provide a true input to the controller for the applicable pedestrian phase. These switches shall be labeled 2, 4, 6 and 8.

**Pre-Empt Test Switches:** All (6) preempt inputs shall have disconnect/test switches. These switches shall have two positions labeled "On" (up) which shall connect the controller to the Opticom output, and "Test" (down) which shall provide a momentary true input to the controller. These switches shall be labeled 1, 2, 3, 4, 5 and 6.

**Police Panel**

Behind the police door the following switches included:

**Flash Switch:** There shall be a switch for the police that puts the cabinet into flashing operations. The switch shall have two positions, "Auto" (up) and "Flash" (down). The "Auto" position shall allow normal signal operation. The "Flash" position shall immediately cause all signal displays to flash as programmed for emergency flash and apply stop time to the controller. When the police flash switch is returned to "Auto", the controller shall restart except when the MMU has commanded flash operation. The effect shall be to disable the police panel switch when the MMU has detected a malfunction and all controller and MMU indications shall be available to the technician.
regardless of the position of the police flash switch. The switch shall be a general-purpose bat style toggle switch with .688-inch long bat.

Cables
All wire cable bundles shall be encased in flex or expandable braided sleeving along their entire free length.

All SDLC cables shall be terminated on the 6" x 12" SDLC and PS interface panel on the right side of the cabinet. SDLC cables shall be professionally routed in the cabinet interior to easily reach the controller, malfunction management unit or detector racks.

Flashing Operation
All cabinets shall be wired to flash for all channels. Flashing operation shall alternate between the used vehicle phases 1,3,5,7 and 2,4,6,8. Flash programming shall be either red or yellow simply by changing wires on the front of the load-bay.

Detector Racks
The cabinet shall have (64) channels of detection. One rack shall support sixteen (16) channels of loop detection, (1) Buss Interface Unit (BIU) and (2) GTT 762 or (1) 764 Opticom™ phase selector(s). Three racks shall support sixteen (16) channels of loop detection and one (1) Buss Interface Unit (BIU). The power and loop cabling shall be connected via a 37 pin DB connector using spring clips. The Opticom cable shall be connected via a 24 pin connector.

Field Detection Panel
The field detection panel shall be designed for use in both traditional detection loops and video detection. The panel shall support (64) channels of vehicle detection, (6) cameras of video detection, (4) channels of emergency vehicle preemption and (8) channels of pedestrian detection on two panels. These panels will be mounted on the bottom left side of the cabinet. The video detection camera circuits shall be fused and the panel shall include (6) EDCO CX06-M surge arrestors. The panel shall come with (2) neutral and (1) ground buss bar with raised screws.

Video Detection Panel
When video detection is used there shall be video detection interface panel for single point interface for video power and coax cabling. The panel shall have up to (6) individual surge arrestor and circuit breaker circuits so that individual cameras can be replaced in the field without disrupting the entire video detection system.
**Telemetry Interface Panel**

All cabinets shall be wired with a telemetry interface panel and telemetry connecting cable so it will function as a local or a master cabinet. This panel shall be wired for transient suppression (EDCO model # PC642C008D with PCB1BWKEY).

**Additional Panels**

Sheet metal panels shall be installed in the available space on the upper left and right sides of the cabinet. The left side panel shall be 24" x 12". The right side panel shall be 30.5" x 12".

**Supplemental Loads**

All pedestrian phase yellows and odd numbered vehicle phase yellows and greens shall be loaded with a 2.5K-ohm, 10-watt resistor. Each load resistor shall be easily accessed from the back of the main panel (load-bay).

**Service Surge Suppression**

The cabinet shall be equipped with an EDCO model SHP300-10 or approved equivalent surge arrester mounted on the power panel. Power to all cabinet electronics shall come through this surge suppression circuit.

**Power Panel**

The power panel shall handle all the power distribution and protection for the cabinet and shall be mounted in the bottom right side of the facility. All equipment shall be mounted on a 12" x 17" silkscreened aluminum panel and include at a minimum the following equipment:

- A 30-amp main breaker shall be supplied. This breaker shall supply power to the controller, MMU, signals, cabinet power supply, detector racks and auxiliary panels.
- A 15-amp auxiliary breaker shall supply power to the fan, light and GFI.
- A 50-amp, 125 VAC radio interference line filter.
- A normally open, 50-amp, solid-state relay.
- One see-through Plexiglas cover on stand-offs to protect maintenance personnel from AC line voltages. This shall be removable by loosening screws but without removing screws.
- One (19) position neutral buss bar with raised screws.
• One (19) position ground buss bar with raised screws.

**Manuals and Documentation**

The cabinet shall be furnished with (3) complete sets of cabinet prints and (1) CDROM which includes the AutoCAD v2004 cabinet drawing and .pdf drawings for the controller, malfunction management unit and the loop amplifiers.

**9-29.24 Service Cabinets**

This Section is supplemented with the following:

The electrical service cabinet shall be Skyline Series #62460 “City of Kirkland Padmount Service Cabinet,” furnished by the Contractor per the details and panel schedules in the Contract Plans and City of Kirkland Standard Plan No. CK-TS.05A, CK-TS.05B, CK-TS.05C.

All electrical service cabinets shall be wired and ready for operation. The Contractor’s work shall include: construction of a foundation (as specified in the Contract Plans), placing the cabinet(s) and equipment, connecting field wiring to field terminal strips and field testing. Field testing will be done in the presence of the Engineer.
PREVAILING WAGE RATES
PREVAILING WAGE RATES

Prevailing wage rates can be found at:
www.lni.wa.gov/tradeslicensing/prevwage/wagerates

Use 2022 rates
(published date – March 2, 2022)

King County

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

City Hall Annex
310 1st Street
Kirkland, WA  98033

The City of Kirkland will mail a hard copy of the applicable wage rates upon request. Send your request to the Project Engineer, or ivandervaart@kirklandwa.gov.
APPENDIX A

PREAPPROVED PLANS AND NOTES
EROSION/SEDIMENTATION CONTROL - PLAN NOTES

1. The approved Construction Sequence shall be as follows:
   a. Conduct pre-construction meeting.
   b. Flag or fence clearing limits.
   c. Post sign with name and phone number of TESC supervisor.
   d. Install catch basin protection if required.
   e. Grade and install construction entrance(s).
   f. Install perimeter protection (silt fence, brush barrier, etc.).
   g. Construct sediment ponds and traps.
   h. Grade and stabilize construction roads.
   i. Construct surface water controls (interceptor dikes, pipe slope drains, etc.) simultaneously with clearing and grading for project development.
   j. Maintain erosion control measure in accordance with City of Kirkland Standards and manufacturer’s recommendations.
   k. Relocate erosion control measures or install new measures so that as site conditions change, the erosion and sediment control is always in accordance with the City TESC minimum requirements.
   l. Cover all areas within the specified time frame with straw, wood fiber mulch, compost, plastic sheeting, crushed rock or equivalent.
   m. Stabilize all areas that reach final grade within 7 days.
   n. Seed or sod any areas to remain unworked for more than 30 days.
   o. Upon completion of the project, all disturbed areas must be stabilized and best management practices removed if appropriate.

2. Contractor is responsible for keeping streets clean and free of contaminants at all times and for preventing an illicit discharge (KMC 15.52) into the municipal storm drain system. If your construction project causes an illicit discharge to the municipal storm drain system, the City of Kirkland Storm Maintenance Division will be called to clean the public storm system, and other affected public infrastructure. The contractor(s), property owner, and any other responsible party may be charged all costs associated with the clean-up and may also be assessed monetary penalties (KMC 1.12.200). The minimum penalty is $250. A Final Inspection of your Project will not be granted until all costs associated with the clean-up, and penalties, are paid to the City of Kirkland.

3. 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 25ntu, and not considered an illicit discharge (per KMC 15.52.090). 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.

4. All work and materials shall be in accordance with City of Kirkland standards and specifications.

5. The boundaries of the clearing limits shown on this plan shall be set by survey and clearly flagged in the field by a clearing control fence prior to construction. During the construction period, no disturbance or removal of any ground cover beyond the flagged
clearing limits shall be permitted. The flagging shall be maintained by the Permittee/Contractor for the duration of construction.

6. Approval of this erosion/sedimentation control (ESC) plan does not constitute an approval of permanent road or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).

7. The implementation of this ESC plan and the construction, maintenance, replacement, and upgrading of these ESC facilities is the responsibility of the Permittee/Contractor until all construction is approved.

8. A copy of the approved ESC plans must be on the job site whenever construction is in progress.

9. The ESC facilities shown on this plan must be constructed prior to or in conjunction with all clearing and grading activities in such a manner as to ensure that sediment-laden water does not enter the drainage system or violate applicable water standards. Wherever possible, maintain natural vegetation for silt control.

10. The ESC facilities shall be constructed in accordance with the details on the approved plans. Locations may be moved to suit field conditions, subject to approval by the Engineer and the City of Kirkland Inspector.

11. The ESC facilities shown on this plan are the minimum requirements for anticipated site conditions. During the construction period, these ESC facilities shall be upgraded (e.g., additional sumps, relocation of ditches and silt fences, etc.) as needed for unexpected storm events. Additionally, more ESC facilities may be required to ensure complete siltation control. Therefore, during the course of construction it shall be the obligation and responsibility of the Contractor to address any new conditions that may be created by his activities and to provide additional facilities over and above the minimum requirements as may be needed.

12. The ESC facilities shall be inspected by the Permittee/Contractor daily during non-rainfall periods, every hour (daylight) during a rainfall event, and at the end of every rainfall, and maintained as necessary to ensure their continued functioning. In addition, temporary siltation ponds and all temporary siltation controls shall be maintained in a satisfactory condition until such time that clearing and/or construction is completed, permanent drainage facilities are operational, and the potential for erosion has passed. Written records shall be kept documenting the reviews of the ESC facilities.

13. The ESC facilities on inactive sites shall be inspected and maintained a minimum of once a month or within 48 hours following a storm event.

14. Stabilized construction entrances shall be installed at the beginning of construction and maintained for the duration of the project. Additional measures, such as wash pads, may be required to ensure that all paved areas are kept clean for the duration of the project.
15. All denuded soils must be stabilized with an approved TESC method (e.g. seeding, mulching, plastic covering, crushed rock) within the following timelines:
   - May 1 to September 30 – soils must be stabilized within 7 days of grading.
   - October 1 to April 30 – soils must be stabilized within 2 days of grading.
   - Stabilize soils at the end of the workday prior to a weekend, holiday, or predicted rain event.

16. Where seeding for temporary erosion control is required, fast germinating grasses shall be applied at an appropriate rate (example: annual or perennial rye applied at approximately 80 pounds per acre).

17. Where straw mulch is required for temporary erosion control, it shall be applied at a minimum thickness of 2".

18. All lots adjoining or having any native growth protection easements (NGPE) shall have a 6' high temporary construction fence (chain link with pier blocks) separating the lot (or buildable portions of the lot) from the area restricted by the NGPE and shall be installed prior to any grading or clearing and remain in place until the Planning Department authorizes removal.

19. Clearing limits shall be delineated with a clearing control fence. The clearing control fence shall consist of a 6-ft. high chain link fence adjacent the drip line of trees to be saved, wetland or stream buffers, and sensitive slopes. Clearing control fences along wetland or stream buffers or upslope of sensitive slopes shall be accompanied by an erosion control fence. If approved by the City, a four-foot high orange mesh clearing control fence may be used to delineate clearing limits in all other areas.

20. Off-site streets must be kept clean at all times. If dirt is deposited on the public street system, the street shall be immediately cleaned with power sweeper or other equipment. All vehicles shall leave the site by way of the construction entrance and shall be cleaned of all dirt that would be deposited on the public streets.

21. Rock for erosion protection of roadway ditches, where required, must be of sound quarry rock, placed to a depth of 1' and must meet the following specifications: 4"-8" rock/40%-70% passing; 2"-4" rock/30%-40% passing; and 1"-2" rock/10%-20% passing. Recycled concrete shall not be used for erosion protection, including construction entrance or temporary stabilization elsewhere on the site.

22. If any part(s) of the clearing limit boundary or temporary erosion/sedimentation control plan is/are damaged, it shall be repaired immediately.

23. All properties adjacent to the project site shall be protected from sediment deposition and runoff.

24. At no time shall more than 1' of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned immediately following removal of erosion control BMPs. The cleaning operation shall not flush sediment-laden water into the downstream system.
Erosion – Plan Notes (continued)

25. Any permanent retention/detention facility used as a temporary settling basin shall be modified with the necessary erosion control measures and shall provide adequate storage capacity. If the permanent facility is to function ultimately as an infiltration or dispersion system, the facility shall not be used as a temporary settling basin. No underground detention tank, detention vault, or system which backs under or into a pond shall be used as a temporary settling basin.

26. All erosion/sedimentation control ponds with a dead storage depth exceeding 6" must have a perimeter fence with a minimum height of 3'.

27. The washed gravel backfill adjacent to the filter fabric fence shall be replaced and the filter fabric cleaned if it is nonfunctional by excessive silt accumulation as determined by the City of Kirkland. Also, all interceptor swales shall be cleaned if silt accumulation exceeds one-quarter depth.

28. Prior to the October 1 of each year (the beginning of the wet season), all disturbed areas shall be reviewed to identify which ones can be seeded in preparation for the winter rains. The identified disturbed area shall be seeded within one week after October 1. A site plan depicting the areas to be seeded and the areas to remain uncovered shall be submitted to the Public Works Construction Inspector. The Inspector can require seeding of additional areas in order to protect surface waters, adjacent properties, or drainage facilities.

29. Any area to be used for infiltration or pervious pavement (including a 5-foot buffer) must be surrounded by silt fence prior to construction and until final stabilization of the site to prevent soil compaction and siltation by construction activities.

30. If the temporary construction entrance or any other area with heavy vehicle loading is located in the same area to be used for infiltration or pervious pavement, 6" of sediment below the gravel shall be removed prior to installation of the infiltration facility or pervious pavement (to remove fines accumulated during construction).

31. Any catch basins collecting runoff from the site, whether they are on or off the site, shall have adequate protection from sediment. Catch basins directly downstream of the construction entrance or any other catch basin as determined by the City Inspector shall be protected with a “storm drain protection insert” or equivalent.

32. If a sediment pond is not proposed, a baker tank or other temporary ground and/or surface water storage tank may be required during construction, depending on weather conditions.

33. Do not flush concrete by-products or trucks near or into the storm drainage system. If exposed aggregate is flushed into the storm system, it could mean re-cleaning the entire downstream storm system, or possibly re-laying the storm line.

34. Recycled concrete shall not be stockpiled on site, unless fully covered with no potential for release of runoff.
1. PREFAB FENCE ALLOWED IF REINFORCED AND APPROVED BY CITY INSPECTOR.
2. FENCE SHALL NOT BE INSTALLED ON SLOPES STEEPER THAN 2:1.
3. JOINTS IN FILTER FABRIC SHALL BE OVERLAPPED 6 INCHES AT POST.
4. USE STAPLES, WIRE RINGS, OR EQUIVALENT TO ATTACH FABRIC TO FENCE.
5. REMOVE SEDIMENT WHEN IT REACHES 1/3 FENCE HEIGHT.
6. LOCATION OF FENCING SHALL BE AS SHOWN ON APPROVED PLANS OR AS DIRECTED BY THE CITY.
7. MAXIMUM 100' SHEET OR OVERLAND FLOW PATH LENGTH TO SILT FENCE.
8. DO NOT DIRECT FLOWS GREATER THAN 0.5 CFS TO FENCE.
9. SILT FENCE SHOULD NOT BE INSTALLED IN STREAMS OR V-SHAPED DITCHES.

CITY OF KIRKLAND
PLAN NO. CK–E.03
SILT FENCE
REQUIRED PAVEMENT RESTORATION. SEE STD PLAN NO. CK-R.12.

SURFACE RESTORATION AS SPECIFIED

MOUND 4" MIN

"GRAVEL BORROW" PER WSDOT STD SPEC 9-03.14 OR SUITABLE EXCAVATED MATERIAL. COMPACT TO 90% OF MAX DENSITY (ASTM D1557)

SAWCUT (TYP) APPLY JOINT SEALANT PG 64-22 TO TOP AND TACK COAT TO SIDES

EXIST PAVEMENT SURFACE

NEAT-LINE TRENCH (TYP) WHEN DEPTH IS LESS THAN 4 FT.

"CRUSHED SURFACING-TOP COURSE" PER WSDOT STD SPEC 9-03.9(3). COMPACT TO 95% MAX DENSITY, SEE NOTE 2

"GRAVEL BORROW" PER WSDOT STD SPEC 9-03.14 OR SUITABLE EXCAVATED MATERIAL. COMPACT TO 95% OF MAX DENSITY, SEE NOTE 2

STORM DRAIN PIPE

BENCH AS NEEDED FOR SHORING OR TRENCH BOX (TYP) WHEN DEPTH IS 4' AND GREATER

PEA GRAVEL FOR 6' OR GREATER FROM SURFACE TO CROWN OF PIPE. FOR LESS THAN 6', USE 5/8" CRUSHED ROCK (PER WSDOT STD SPEC 9-03.9(3)).

NOTES:

1. MAXIMUM WIDTH OF TRENCH AT TOP OF PIPE
   * 30" FOR PIPE UP TO AND INCLUDING 12" NOMINAL DIAMETER.
   * OD PLUS 16" FOR PIPE LARGER THAN 12" NOMINAL DIAMETER.

2. WHERE TRENCH IS PERPENDICULAR TO TRAVELED LANES, BACKFILL FULL DEPTH WITH CRUSHED SURFACING-TOP COURSE. WHERE TRENCH IS PARALLEL TO TRAVELED LANES, BACKFILL THE TOP 4' OF TRENCH TO SUBGRADE WITH CRUSHED SURFACING-TOP COURSE. SUITABLE EXCAVATED MATERIAL MAY BE USED PROVIDED 95% MAX. COMPACTION DENSITY (ASTM D1557) CAN BE ACHIEVED.

3. SEE OVERLAY POLICY R-7.
NOTES:

1. CATCH BASINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ASTM C476 (AASHTO M 199) & C890 UNLESS OTHERWISE SHOWN ON PLANS OR NOTED IN THE STANDARD SPECIFICATIONS.

2. AS AN ACCEPTABLE ALTERNATIVE TO REBAR, WELDED WIRE FABRIC HAVING A MIN. AREA OF 0.12 SQUARE INCHES PER FOOT MAY BE USED. WELDED WIRE FABRIC SHALL COMPLY TO ASTM A497 (AASHTO M 221). WIRE FABRIC SHALL NOT BE PLACED IN KNOCKOUTS.

3. ALL REINFORCED CAST-IN-PLACE CONCRETE SHALL BE CLASS 4000.

4. PRECAST BASES SHALL BE FURNISHED WITH CUTOUTS OR KNOCKOUTS. KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MIN. ALL PIPE SHALL BE INSTALLED IN FACTORY PROVIDED KNOCKOUTS. UNUSED KNOCKOUTS NEED NOT BE GROUTED IF WALL IS LEFT INTACT.

5. KNOCKOUT OR CUTOUT HOLE SIZE IS EQUAL TO PIPE OUTER DIAM. PLUS CATCH BASIN WALL THICKNESS.

6. ROUND KNOCKOUTS MAY BE ON ALL 4 SIDES, WITH MAX. DIAM. OF 20". KNOCKOUTS MAY BE EITHER ROUND OR "D" SHAPE.

7. THE MAX. DEPTH FROM THE FINISHED GRADE TO THE PIPE INVERT IS 5'-0".

8. THE TAPER ON THE SIDES OF THE PRECAST BASE SECTION AND RISER SECTION SHALL NOT EXCEED 1/2/FT.

9. CATCH BASIN FRAME AND GRATE SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS. MATING SURFACES SHALL BE FINISHED TO ASSURE NON-ROCKING FIT WITH ANY COVER POSITION.

10. FRAME AND GRATE SHALL BE INSTALLED WITH FlANGE DOWN.

11. EDGE OF RISER OR BRICK SHALL NOT BE MORE THAN 2" FROM VERTICAL EDGE OF CATCH BASIN WALL.
NOTES:
1. WHERE DEPTH OF NECK EXCEEDS 18 INCHES, ADJUST MANHOLE/CATCH BASIN TO GRADE BY INSERTING NEW BARREL SECTION BETWEEN THE CONE/SLAB AND EXISTING BARREL.

2. GRADE RINGS, RISERS, BRICK AND FRAME SHALL BE SET IN 3/4" NON-SHRINK GROUT, GROUT BETWEEN ALL JOINTS. ALL SURFACES MUST BE CLEAN OF DEBRIS AND DIRT, AND WETTED PRIOR TO GROUTING. GROUT SMOOTH INSIDE AND OUTSIDE SURFACES.

3. STEPS OR HAND HOLDS SHALL BE ADDED AS NEEDED.

4. PRECAST GRADE RINGS AND RISERS MUST BE CAST WITH GROOVE TO ALLOW FIELD INSTALLATION OF SAFETY STEP.

5. REPLACE EXISTING FRAME AND COVER/GRATE IF NON-STANDARD.

6. IF REQUIRED: LOCKING MH SHALL BE POSITIONED WITH ONE LUG CENTERED OVER STEPS.

7. IF LEVELING BRICKS ARE USED, GROUT IS REQUIRED ON THE OUTSIDE OF THE BRICKS UNLESS ENCASED IN CONCRETE BY THE ADJUSTMENT COLLAR. IF THE ADJUSTMENT IS OFFSET, THE RINGS SHALL BE GROUTED FLUSH. NO LEDGES.
NOTES:

1. USE EAST JORDAN IRON WORKS OR EQUAL TWO BOLT LOCK CAPABILITY THAT MEETS WSDOT SPEC. MANUFACTURER SUBJECT TO APPROVAL BY CITY.

2. USE WITH TWO LOCKING BOLTS 5/8"-11 NC STAINLESS TYPE 304 STEEL SOCKET HEAD (ALLEN HEAD) BOLTS, 2" LONG. NOTE SLOT DETAIL.

3. MATERIAL IS DUCTILE IRON ASTM A536 GRADE 80-55-06.

4. "OUTFALL TO STREAM DUMP NO POLLUTANTS" MAY BE LOCATED ON BORDER AREA.

5. SHALL CONFORM TO SEC. 7.05 OF THE STANDARD SPECIFICATIONS.

6. WELDING IS NOT PERMITTED.

7. EDGES SHALL HAVE 0.125" RADIUS, 0.125" CHAMBER OR COMPLETE DEBURRING.

8. USE A BI-DIRECTIONAL VANED GRATE AT ANY LOW POINT OR WHEN FLOWS COME FROM MULTIPLE DIRECTIONS.

9. NO EXPANSION MATERIAL IN THE FLOW LINE, WHERE CONCRETE COMES TO FRAME.

10. FRAME AND COVER SHALL BE H-20 LOADING RATED IF INSTALLED IN ROADWAY.
NOTE:
1. FRAME MATERIAL IS CAST IRON PER ASTM A48 CLASS 30.
2. SET FRAME TO GRADE AND CONSTRUCT ROAD AND GUTTER TO BE FLUSH WITH FRAME.
3. BACK OF FRAME SHALL BE IN FLOWLINE OF GUTTER.

CITY OF KIRKLAND

PLAN NO. CK–D.16A

STANDARD FRAME WITH CURB INSTALLATION
NOTES:

1. VERIFY SLOTTED FRAMES ARE THOROUGHLY FILLED IN WITH MORTAR FOR EFFICIENT INTERACTION WITH IRON AND STRUCTURE.
2. VERIFY BEDDING MORTAR IS NOT IN CONTACT WITH AREA UNDER LID FLANGE THAT WILL INTERFERE WITH CAMLOCK.
3. INSTALL PLUG IN LOCK HOLE TO KEEP LOCK FREE OF FOREIGN MATERIAL.
4. 24 INCH MANHOLE LID IS FITTED WITH AN INFILTRATION PLUG LOCATED IN THE HINGE HOUSING OF THE FRAME. VERIFY PLUG IS PROPERLY INSTALLED BEFORE INSTALLING THE FRAME.
5. REQUIRED ON ALL ARTERIALS, COLLECTORS OR ANY TIME THAT THE IRON WILL BE WITHIN THE TRAVEL LANE.
6. LID SHALL BE MARKED "STORM" OR "DRAINAGE".
7. CITY OF KIRKLAND LOGO REQUIRED.
8. LID MUST BE COVERED WITH TAR PAPER BEFORE OVERLAY.
9. PRODUCT SUPPLIED BY EAST JORDAN IRON WORKS, OR APPROVED EQUAL.
10. FRAME AND COVER SHALL BE H-20 LOADING RATED AND BE AT MINIMUM 7" TALL IF INSTALLED IN ROADWAY.
EXISTING A C PAVEMENT

TACK SEAL SEAM WITH PG 64-22 AND PROVIDE SAND BLANKET TO ALLEVIATE TRAILING

ADJUST FLUSH TO GRADE

JACK HAMMER

HMA CLASS 1/2" 6" MIN WIDTH

TOP SECTION

COMPACTED SELECT MATERIAL

12"

CITY OF KIRKLAND
PLAN NO. CK- R.02
GENERAL UTILITY
ADJUSTMENT
H.M.A. PAVEMENT
TYPICAL SECTION FOR CURB & GUTTER, TYPE A

NOTES

1. FORMS SHALL BE STEEL AND SET TRUE TO LINE AND GRADE (INSPECTION IS REQUIRED PRIOR TO PLACEMENT OF CONCRETE).

2. CONCRETE SHALL BE CEMENT CONCRETE CLASS 4000.

3. BASE COURSE SHALL BE 4" OF 5/8" MINUS CRUSHED ROCK.
NOTES

1. Dummy joints shall be placed not to exceed 15' center to center, they shall be not less than 3/16" in thickness and shall extend 2" below the gutter line.

2. 3/4" thru joints shall be placed at all cold joints or as directed by the engineer and shall extend 1" below bottom of concrete.

3. Materials shall meet the requirements of these specifications.

4. Concrete shall be cement concrete class 4000.
NOTES:

1. SIDEWALK AND CURB & GUTTER CANNOT BE POURED MONOLITHICALLY. EXPANSION JOINT WILL BE REQUIRED WHEN CONCRETE SIDEWALK IS SURROUNDED BY OTHER HARD SURFACES (E.G., DRIVEWAY); OR AS DIRECTED BY PW INSPECTOR.

2. CONCRETE SHALL BE CEMENT CONCRETE CLASS 4000 PSI MINIMUM, WITH AIR ENTRAINMENT. NO COLOR OR TINT SHALL BE ADDED.

3. FORMS SHALL BE SET TRUE TO LINE AND GRADE AND SHALL BE STEEL UNLESS OTHERWISE APPROVED BY INSPECTOR.

4. SIDEWALK SHALL NOT BE POURED IN THE RAIN. SEE POLICY R-8, PLACING CONCRETE OR ASPHALT IN ADVERSE WEATHER CONDITIONS.
NOTES
1. The Detectable Warning Surface (DWS) shall extend the full width of the curb ramp, landing, or other roadway entrance as applicable. Exception: If the Manufacturer of the DWS requires a concrete border around the DWS, a variance of up to 2 inches on each side of the DWS is permitted.
2. The Detectable Warning Surface (DWS) shall be placed at the back of curb with the two leading corners of the DWS panel placed adjacent to the back of the curb, and with no more than a 2-inch gap between the DWS and the back of the curb measured at the center of the DWS panel. Exception: If the Manufacturer of the selected DWS requires a concrete border around the DWS, a variance of up to 2 inches from the back of the curb is permitted (measured at the leading corners of the DWS panel).
3. The rows of truncated domes shall be aligned to be perpendicular to the grade break at the back of curb.
4. The rows of truncated domes shall be aligned to be parallel to the direction of travel.
5. If curb and gutter are not present, such as a shared-use path connection, the Detectable Warning Surface shall be placed at the pavement edge.
7. If a curb ramp is required, the location of the Detectable Warning Surface must be at the bottom of the ramp and within the required distance from the rail.
8. When the grade break between the curb ramp and the landing is less than or equal to 5 ft. from the back of curb at all points, place the Detectable Warning Surface on the bottom of the curb ramp directly above the grade break.

DETECTABLE WARNING SURFACE

STANDARD PLAN F-45.10-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

PROFESSIONAL ENGINEER

R. KUITER, P.E.

STATE DESIGN ENGINEER
NOTE:
THE DETECTABLE WARNING PATTERN MAY BE FORMED BY ADDING A MANUFACTURED MATERIAL EITHER BEFORE OR AFTER THE CONCRETE HAS CURED. THE TWO-FOOT WIDE DETECTABLE WARNING PATTERN AREA ON THE RAMP SHALL BE YELLOW AND SHALL MATCH THE COLOR OF "STANDARD INTERSTATE YELLOW" PAINT AS SPECIFIED IN FORMULA K-2-83. EMBossING THE WET CONCRETE OF INSTALLING MASONRY OF CERAMIC TILES MUST BE APPROVED BY CITY ENGINEER.
NOTE:

1. MARKINGS SHALL BE THERMOPLASTIC.
NOTES

1. TYPE C PAVEMENT MARKERS TO BE USED ONLY UPON APPROVAL BY TRAFFIC ENGINEER.

2. NOT TO BE USED ON EDGELINES.
TWO-WAY LEFT TURN MARKERS

TYPICAL ARROW

NOTES

1. THERMOPLASTIC REQUIRED
NOTES
1. MATCH EXISTING PAVEMENT MARKING DIMENSIONS.
2. SEE CK–R.30 FOR TWO–WAY LEFT TURN ARROW PLACEMENT.
3. RAISED PAVEMENT MARKER COLOR SHALL CONFORM TO THE COLOR OF THE MARKING FOR WHICH THEY SUPPLEMENT, SUBSTITUTE FOR, OR SERVE AS A POSITIONING GUIDE FOR.
NOTES:
1. BIKE LANE SYMBOLS AND ARROW MATERIAL SHALL BE 90 MIL, PREFORMED, SKID RESISTANT THERMOPLASTIC.
2. BICYCLE SYMBOL FACES ROADWAY CENTERLINE.
NOTES:

1. INSTALL MARKING AT SIGNALIZED INTERSECTIONS TO INDICATE WHERE BICYCLES SHOULD STOP IN ORDER TO ACHIEVE REGULAR AND RELIABLE DETECTION BY SIGNAL EQUIPMENT.

2. USE MARKING ON ANY APPROACH TO A SIGNALIZED INTERSECTION WHERE LOOP DETECTORS SPECIFICALLY FOR BICYCLES ARE NOT PRESENT AND ANY APPROACH WHICH IS SHOWN A GREEN INDICATION ONLY WHEN VEHICLE LOOPS ARE ACTUATED, I.E. THE APPROACH IS NOT ON "RECALL" OPERATION.

3. PLACE MARKING SUCH THAT BICYCLES WHICH STOP OVER THE MARKINGS WILL ACTIVATE THE SIGNAL.

4. PLACE THE MARKING TO ALLOW BICYCLES GOING THROUGH, TURNING RIGHT, OR TURNING LEFT TO ACTIVATE THE SIGNAL.

5. MARKINGS ARE NOT NECESSARY IN EXCLUSIVE LEFT TURN LANES OF APPROACHES THAT ARE OPERATED BOTH (1) ON RECALL AND (2) IN PERMISSIVE ONLY MODE.

6. IF AN APPROACH HAS MULTIPLE LANES SERVING THROUGH MOVEMENTS AND/OR MULTIPLE LANES SERVING THE SAME TURNING MOVEMENT, ONLY THE RIGHTMOST OF SUCH MULTIPLE LANE GROUPS SHALL BE MARKED.

7. WHERE MULTIPLE LOOPS ARE PRESENT IN A SINGLE LANE, MARKINGS SHALL BE PLACED AS CLOSE TO THE STOP BAR AS POSSIBLE.

8. IN GENERAL, MARKINGS SHALL BE PLACED OVER THE RIGHT EDGES OF SQUARE LOOPS OR CONGRUENT WITH A LINE TANGENT TO THE RIGHTMOST POINT ON THE EDGE OF A CIRCULAR LOOP.

9. IN GENERAL, BICYCLE MARKINGS ARE NOT NEEDED ON APPROACHES WHERE VIDEO DETECTION IS IN PLACE, AS LONG AS BICYCLES CAN BE DETECTED REGULARLY AND RELIABLY BY STOPPING AT THE STOP BAR IN THE MIDDLE OF THE LANE.

10. MATERIAL SHALL BE PAINT OR OTHER APPROVED MATERIAL.

11. SEE ALSO 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES SECTION 9C.05; RCW 46.61.710; 2004 STANDARD HIGHWAY SIGNS PAGE 10–17.
6" WHITE PAINT EDGE LINE

7' MIN PARKING 5' MIN BIKE LANE

5' MIN BIKE LANE, 6' MAX
4' MIN IF NO CURB & GUTTER

(Measured to face of curb or center of paint stripe)

BICYCLE LANE WITH PARKING

BICYCLE LANE WITHOUT PARKING

NO PARKING BIKE LANE SIGN R7-9
500'-1000' SPACING
(AS DIRECTED BY PUBLIC WORKS)

CITY OF KIRKLAND

PLAN NO. CK-R.35

TYPICAL BICYCLE LANE - WIDTH, SIGNING & MARKING

NOTES:
1. SEE MUTCD FOR MORE INFORMATION AND SPECIFICATIONS.
2. PER SEC. 9B.04 2009 MUTCD, DO NOT USE R3-17 SIGNS.
3. BICYCLIST SYMBOLS PER CK-R.34
NOTE:

GREEN COLORED PAVEMENT SHALL BE EITHER 90 MIL PREFORMED THERMOPLASTIC OR METHYL METHACRYLATE (MMA)
SIGN INSTALLED WITH HAWKINS U-BRACKET MODEL NO. M2G-C2B OR EQUIVALENT

2" SCHEDULE 40 GALV. PIPE THREADED ONE END

WHEN SIDEWALK IS PRESENT, EDGE OF SIGN SHALL BE LOCATED ADJACENT TO BACK OF SIDEWALK. WHEN THERE IS NO SIDEWALK OR WHEN THERE IS A PLANTING STRIP BETWEEN CURB AND SIDEWALK, EDGE OF SIGN SHALL BE LOCATED 1.5 FEET FROM FACE CURB.

2" THREAD COUPLING SET FLUSH WITH FINISH GRADE 1/16"

CONCRETE

CRIMP END

2'-2" SCHEDULE 40 GALV. PIPE (EXTENSION) THREADED ON ONE END

NOTE:
IF SIGN MUST BE PLACED IN EXISTING CONCRETE, CORE HOLE SHALL BE 8" DIAMETER.
NOTES

1. Dotted Extension Line shall be the same color as the line it is extending.

2. Edge Line shall be white on the right edge of traveled way, and yellow on the left edge of traveled way (on one-way roadways). Solid Lane Line shall be white.

3. The distance between the lines of the Double Centerline shall be 12" everywhere, except 4" for left-turn channelization and narrow roadways with lane widths of 10 feet or less. Local Agendas (on non-state routes) may specify a 4" distance for all locations.

The distance between the lines of the Double Lane Line shall be 4".
NOTES:

1. SIZE OF PLANTING PIT SHALL BE 4’ BY 6’ BY 3’ DEEP.
2. FOR DECIDUOUS TREES, 2” CALIBER MINIMUM AND BRANCHING STARTS 5’ ABOVE GRADE (UNLESS OTHER APPROVED BY CITY.)
3. FOR PLANTING DISTANCES NEAR INTERSECTIONS AND DRIVEWAYS, REFER TO PRE-APPROVED PLANS NOTEBOOK.
4. TREES SHALL NOT BE PLANTED WITHIN 10’ OF ANY UG UTILITY ACCESS WHICH MAY BE LOCATED IN THE PLANTER STRIP OR ADJACENT SIDEWALK.
5. STAKE ONLY WHEN NECESSARY OR IF REQUIRED BY THE CITY AND INCLUDE TIMELINE FOR REMOVAL OF STAKES AND TIES.
6. ROOT BARRIER TO BE DEEPROOT (OR APPROVED EQUAL 18” BY 36” BY 6’ LONG INSTALLED ON BOTH CURB AND SIDEWALK SIDE.)

CITY OF KIRKLAND
PLAN NO. CK-R.48
TREE PLANTING DETAIL
FENCING SIGN DETAIL

Tree Protection Area, Entrance Prohibited
To report violations contact
City Code Enforcement
at (425) 587-3225

NOTES

1. MINIMUM SIX (6) FOOT HIGH TEMPORARY CHAINLINK FENCE SHALL BE PLACED AT THE CRITICAL ROOT ZONE OR DESIGNATED LIMIT OF DISTURBANCE OF THE TREE TO BE SAVED. FENCE SHALL COMPLETELY ENCIRCLE TREE(S). INSTALL FENCE POSTS USING PIER BLOCK ONLY. AVOID POST OR STAKES INTO MAJOR ROOTS. MODIFICATIONS TO FENCING MATERIAL AND LOCATION MUST BE APPROVED BY PLANNING OFFICIAL.

2. TREATMENT OF ROOTS EXPOSED DURING CONSTRUCTION: FOR ROOTS OVER ONE (1) INCH DIAMETER DAMAGED DURING CONSTRUCTION, MAKE A CLEAN STRAIGHT CUT TO REMOVE DAMAGED PORTION OF ROOT. ALL EXPOSED ROOTS SHALL BE TEMPORARILY COVERED WITH DAMP BURLAP TO PREVENT DRYING, AND COVERED WITH SOIL AS SOON AS POSSIBLE.

3. NO STOCKPILING OF MATERIALS, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MACHINERY SHALL BE ALLOWED WITHIN THE LIMIT OF THE FENCING. FENCING SHALL NOT BE MOVED OR REMOVED UNLESS APPROVED BY THE CITY PLANNING OFFICIAL. WORK WITHIN PROTECTION FENCE SHALL BE DONE MANUALLY UNDER THE SUPERVISION OF THE ON-SITE ARBORIST AND WITH PRIOR APPROVAL BY THE CITY PLANNING OFFICIAL.

4. FENCING SIGNAGE AS DETAILED ABOVE MUST BE POSTED EVERY FIFTEEN (15) FEET ALONG THE FENCE. SIGN TO BE MINIMUM 11"X17", AND MADE OF WEATHERPROOF MATERIAL.
NOTE:
ALL COMPONENTS TO BE THERMOPLASTIC POWDERED COATED BLACK.

PIPE SCHEDULE
(ALL DIMENSIONS I.D.)

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<tr>
<th>BOTTOM RAIL</th>
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<tbody>
<tr>
<td>1.25&quot;</td>
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<td>2&quot;</td>
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NOTES

1. ALL FENCING MATERIALS SHALL COMPLY WITH THE WSDOT/APWA STANDARD SPECIFICATIONS SECTION 9–16 CLASS 1 MATERIAL. INSTALLATIONS PER MANUFACTURER’S RECOMMENDATIONS.

2. SHOP DRAWINGS OF RAILING SHALL BE SUBMITTED FOR APPROVAL SHOWING COMPLETE DIMENSIONS AND DETAILS OF FABRICATION AND INCLUDING AN ERECTION DIAGRAM. MATERIALS BEING USED SHALL BE SPECIFIED IN THE SHOP DRAWINGS.

3. ALL STEEL PARTS SHALL BE GIVEN A BLACK ULTRAVIOLET-INSENSITIVE THERMOPLASTIC POWDER COATING AT LEAST 3 MILS THICK AND SHALL HAVE A UNIFORM FINISH.

4. CUTTING SHALL BE DONE BY SAWING OR MILLING AND ALL CUTS SHALL BE TRUE AND SMOOTH. FLAME CUTTING WILL NOT BE PERMITTED.

5. ALL MATERIALS SHALL BE ADEQUATELY WRAPPED TO ENSURE SURFACE PROTECTION DURING HANDLING AND TRANSPORTATION TO THE JOB SITE.

6. ANY WELDING OF STEEL SHALL BE IN ACCORDANCE WITH THE LATEST AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS.

7. PANEL HEIGHT: 3 FEET FOR PEDESTRIAN USES
   4 FEET FOR COMBINED BICYCLE AND PEDESTRIAN USES

CITY OF KIRKLAND
PLAN NO. CK–R.51A
CHAIN LINK
SIDEWALK
SAFETY RAIL
SYSTEM LOOPS ON DOWNSTREAM APPROACH

LABELING FOR SYSTEM LOOPS SPN WHERE P=ASSOCIATED UPSTREAM THROUGH PHASE N=1,2,3 INCREASING MEDIAN TO CURB IN DIRECTION OF TRAVEL

LABELING FOR NON-SYSTEM LOOPS PN WHERE P=ASSOCIATED PHASE AND N=1,2,3 INCREASING
1) STOP BAR TO UPSTREAM WITHIN LANE THEN
2) BY LANE MEDIAN TO CURB

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<th>-6</th>
<th>-5</th>
<th>-4</th>
<th>-3</th>
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<td>215</td>
<td>210</td>
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TYPICAL VEHICLE AND PEDESTRIAN HEAD LABELING PLAN.
LABEL VEHICLE HEADS PN WHERE P=ASSOCIATED PHASE, N=1,2,3 ...
INCREASING MEDIAN TO CURB.

CITY OF KIRKLAND
PLAN NO. CK–TS.02
TYPICAL DETECTION LAYOUT AND NUMBERING PLAN
NOTES:
SKYLINE ELECTRIC & MFG. CO. OR EQUAL

THE METER DOOR IS REMOVABLE AND COMES STANDARD HINGED ON THE RIGHT. HINGING ON THE LEFT IS AVAILABLE AS A NO CHARGE OPTION

SEE COMPONENT SCHEDULE AND CABINET SPECIFICATIONS
PANELBOARD SCHEDULE “S” 120/240V 1P 3W 22K AIC SERIES RATED

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<tr>
<th>CKT#</th>
<th>DESCRIPTION</th>
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<th>TRIP/POLE</th>
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S/N

PANELBOARD SCHEDULE “T” 120/240V 1P 3W 22K AIC SERIES RATED

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S/N

ELECTRICAL DATA:

PANELBOARD: 120/240VAC 1 PHASE 3 WIRE, 22K AIC SERIES RATED, SPLIT BUS, 250 AMP SILVER PLATED COPPER BUS, COPPER NEUTRAL AND GROUND BUS, MAIN CBS: CUTLER HAMMER QBHW2100H, BRANCH CBS: WESTINGHOUSE BAB BOLT-ON CBS, PER UL67 FILE NO. E21192

CITY OF KIRKLAND
PANELBOARDS “S” & “T” CIRCUIT BREAKER SCHEDULES
### CITY OF KIRKLAND

SERVICE CABINET FOR SERVICE AND STREET AND TRAFFIC SIGNAL

#### COMPONENT SCHEDULE

<table>
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<tr>
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<th>Description</th>
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<tr>
<td>1</td>
<td><strong>METER BASE:</strong> 200 AMP, BY-PASS TYPE, 4-JAW, SINGLE PHASE, 5TH JAW INSTALLED AT 9:00 POSITION, B-LINE U264</td>
</tr>
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</table>
| 2 | **PANELBOARD:** 120/240 VAC, 1 PHASE, 3 WIRE, 250 AMP COPPER BUS (W/RATING LABEL), SPLIT BUS, 22 KAIC SERIES RATED, BOLT-ON BRANCH BREAKERS, EATON TYPE BAB SIGNAL SECTION: 100 AMP, 2 POLE MAIN BREAKER, EATON QBHW2100, 6 CKT  
                                   |   1 - 50 /1 SIGNAL BRANCH  
                                   |   1 - 20 /1 ITS BRANCH  
                                   |   2 - 1 POLE SPACE  
                                   |   ILLUMINATION SECTION: 100 AMP, 2 POLE MAIN BREAKER, EATON QBHW2100, 18 CKT  
                                   |   4 - 30/2 ILLUMINATION BRANCH  
                                   |   2 - 20/1 RECEPTACLE BRANCH  
                                   |   1 - 15/1 CONTROL CKT BRANCH  
                                   |   1 - 20/1 GROUND FAULT RECEPTACLE BRANCH |
| 3 | **CONTACTORS:** LIGHTING RATED, 30 A, 2 POLE, 120 VAC COIL, 4 – REQUIRED |
| 4 | **PHOTO ELECTRIC CELL:** 1800 WATT, 120 VAC, TWIST LOCK, TYCO #SST-PV-IES-UL WITH 6” x 6” x 6” WIRE MESH GUARD |
| 5 | **PHOTO-CELL BYPASS SWITCH:** SPDT, 15 AMP, 277 VAC |
| 6 | **GROUND FAULT RECEPTACLE:** 20 AMP, 125 VAC, DUPLEX |

**CABINET:**  
NEMA 3R, PADMOUNT, 1/8” ALUMINUM 5052-H32 CONSTRUCTION  
2 SCREENED AND GASKETED VENTS  
DOORS: HEAVY DUTY HINGES (LIFT-OFF TYPE), WELDED IN PLACE  
STAINLESS STEEL VAULT HANDLES, PADLOCKABLE METER DOOR  
"BEST" CX LOCK ON DISTRIBUTION DOOR, POLISHED WIRE GLASS WINDOW IN METER DOOR, CLOSED CELL NEOprene GASKET, CARD HOLDER  
FINISH: MILL FINISH ALUMINUM, DEADFRONT WHITE

2. Where shown in the plans, install plaque (R10-32P) "PUSH BUTTON FOR 2 SECONDS FOR EXTRA CROSSING TIME" above the Accessible Pedestrian Signal (APS) assembly. Add 14" (in) to post height to accommodate plaque and leave a 2" (in) space between signs.


4. Junction Box serving the Standard shall preferably be located 5'-0" (10'-0" Max.) from the Standard.

5. Two button installation may require adaptor(s).
NOTES
2. Steel shaft shall be tapered either round or dodecagon (12-sided), 11 gage, 4 1/2" (in) O.D. at slipfitter weld. Taper shall be 0.14" (in) per foot.
3. Welding of structures shall be in accordance with the latest edition of the AWS D1.1 Structural Welding Code - Steel. All butt welds shall be ground flush with base metal.
6. Hand holes shall include a removable, rain-tight cover and gasket, fastened with two stainless steel screws (ASTM 593).
7. Supplemental grounding conductor shall be non-insulated #4 AWG stranded copper and shall be clamped to vertical rebar with a connector suitable for use embedded in concrete. Provide 3 - 0" min. slack. Attach to pole grounding stud with a full circle crimp-on connector (crimped with a manufacturer recommended crimper).
8. The junction box serving the standard shall preferably be located 5" - 0" (10" - 0" max.) from the standard.
9. Where shown in the plans, install plaque (R10 - 32P) "PUSH BUTTON FOR 2 SECONDS FOR EXTRA CROSSING TIME" two inches above the Accessible Pedestrian Signal (APS) Assembly.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
1. All box dimensions are approximate. Exact configurations vary among manufacturers.

2. Minimum lid thickness shown. Junction Boxes installed in sidewalks, walkways, and shared-use paths shall have a slip-resistant coating on the lid and lip cover plate, and shall be installed with the surface flush with and matched to the grade of the sidewalk, walkway, or shared-use path. The non-slip lid shall be identified with permanent markings on the underside, indicating the type of surface treatment (see Contract Documents for details) and the year of manufacture. The permanent marking shall be 1/8” in line thickness formed with a mild steel weld bead and shall be placed prior to hot-dip galvanizing.

3. Lid support members shall be 3/16” (in) minimum thick steel C, L, or T shape, welded to the frame. A 1/4-20 NC x 3/4” (in) stainless steel ground stud shall be welded to the bottom of the lid; include (2) stainless steel nuts and (2) stainless steel flat washers.

4. Bolts and nuts shall be liberally coated with anti-seize compound.

6. Equipment Bonding Jumper shall be # 8 AWG min. x 4” (TYP.) of tinned brazed copper. The System Identification letters shall be 1/8” (in) line thickness formed with a mild steel weld bead. See Cover Marking detail. Grind off diamond pattern before forming letters. For System Identification details, see Standard Specification 8-29.2(4).

7. When required in the Contract, provide a 1” (in) x 27 1/2” (in), 10 gage divider gasket, complete, with fasteners, in each Type 2 Junction Box where specified.

8. When required in Contract, provide a 12” (in) deep extension for each Type 2 Junction Box where specified.


10. Headed Anchor Shear Studs must be welded to the Steel Cover Lip Plate and wire tied in two places to the vertical Welded Wire Fabric when in contact with each other. Wire to all other Headed Anchor Shear Stud to the horizontal Welded Wire Fabric.

11. Lid Bolt Down Attachment Tab provides a method of retrofitting by using a final assembly will meet. See approved manufacturers’ shop drawings for specifics.

12. Unless otherwise noted in the plans or approved by the Engineer, Junction Boxes, Cable Vaults, and Pull Boxes shall not be placed within the sidewalks, walkways, shared-use paths, travel ways or paved shoulders. All Junction Boxes, Cable Vaults, and Pull Boxes placed within the travel way or paved shoulders shall be Heavy-Duty.

13. Distance between the top of the conduit and the bottom of the Junction Box lid shall be 8” (in) min. to 8” (in) max. for final grade of new construction only. See Standard Specification 8-29.3(6). Where adjustments are made to be made to existing Junction Boxes, or for interim construction stages during the contract, the limits shall be from 6” (in) min. to 10” (in) max. See Standard Specification 8-29.3(6).
1. All box dimensions are approximate. Exact configurations vary among manufacturers.

2. Minimum lid thicknesses are shown. Junction Boxes installed in sidewalks, walkways, and shared-use paths shall have a slip-resistant coating on the lid and lip cover plate shall be installed with the surface flush with and matched to the grade of the sidewalk, walkway, or shared-use path. The non-slip lid shall be identified with permanent markings on the underside, indicating the type of surface treatment (see Contract Details for documents) and the year of manufacture. The permanent marking shall be 1/8" (in) line thickness formed with a mild steel weld bead and shall be placed prior to hot-dip galvanizing.

3. Lid support members shall be 3/16" (in) min. thick steel C, L, or T shape, welded to the frame. Exact configurations vary among manufacturers.

4. A 1/4-20 NC x 3/4" (in) S. S. ground stud shall be welded to the bottom of each lid; include (2) S. S. nuts and (2) S. S. flat washers.

5. The hinges shall allow the lids to open 180°.

6. Bolts and nuts shall be liberally coated with anti-seize compound.

7. Connect Equipment Bonding Jumper to ground stud on lid. As an alternative to the ground stud connection, the Equipment Bonding Jumper shall be attached to the front face of the hinge pocket with a 5/16-20 NC x 3/4" (in) S. S. bolt, (2) each S. S. nuts, and (2) each S. S. flat washers. Equipment Bonding Jumper shall be No AWG min. + 4" (ft) of stranded copper.


9. See the Standard Specifications for alternative reinforcement and class of concrete.


11. Capacity = conduit diameter = 24" (in)

12. Lid Bolt Down Attachment Tab provides a method of retrofitting by using a mechanical process in lieu of welding. Attachment Tab shown depicts a typical component arrangement; actual configurations of assembly will vary among manufacturers. See approved manufacturers' shop drawing for specifics.

13. Unless otherwise noted in the plans or approved by the Engineer, Junction Boxes, Cable Vaults and Pull Boxes shall not be placed within the sidewalk, walkway, shared use path, traveled way or paved shoulders. All Junction Boxes, Cable Vaults, and Pull Boxes placed within the traveled way or paved shoulders shall be Heavy-Duty.

14. Distance between the top of the conduit and the bottom of the Junction Box lid shall be 6" (in) min. to 8" (in) max. for final grade of new construction only. See Standard Specification 8-20.3(6). Where adjustments are to be made to existing Junction Boxes, or for interim construction stages during the contract, the limits shall be from 6" (in) min. to 10" (in) max. See Standard Specification 8-20.3(6).

LOCKING LID STANDARD DUTY JUNCTION BOX

COVER MARKING DETAIL

NOTES

1. All box dimensions are approximate. Exact configurations vary among manufacturers.

2. Minimum lid thicknesses are shown. Junction Boxes installed in sidewalks, walkways, and shared-use paths shall have a slip-resistant coating on the lid and lip cover plate shall be installed with the surface flush with and matched to the grade of the sidewalk, walkway, or shared-use path. The non-slip lid shall be identified with permanent markings on the underside, indicating the type of surface treatment (see Contract Details for documents) and the year of manufacture. The permanent marking shall be 1/8" (in) line thickness formed with a mild steel weld bead and shall be placed prior to hot-dip galvanizing.

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9. See the Standard Specifications for alternative reinforcement and class of concrete.


11. Capacity = conduit diameter = 24" (in)

12. Lid Bolt Down Attachment Tab provides a method of retrofitting by using a mechanical process in lieu of welding. Attachment Tab shown depicts a typical component arrangement; actual configurations of assembly will vary among manufacturers. See approved manufacturers' shop drawing for specifics.

13. Unless otherwise noted in the plans or approved by the Engineer, Junction Boxes, Cable Vaults and Pull Boxes shall not be placed within the sidewalk, walkway, shared use path, traveled way or paved shoulders. All Junction Boxes, Cable Vaults, and Pull Boxes placed within the traveled way or paved shoulders shall be Heavy-Duty.

14. Distance between the top of the conduit and the bottom of the Junction Box lid shall be 6" (in) min. to 8" (in) max. for final grade of new construction only. See Standard Specification 8-20.3(6). Where adjustments are to be made to existing Junction Boxes, or for interim construction stages during the contract, the limits shall be from 6" (in) min. to 10" (in) max. See Standard Specification 8-20.3(6).
NOTES

1. For Installation Notes and Details see Standard Plan J-50.15.


3. All of the loop lead-in wires shall return to the Junction Box

4. For additional Induction Loop Details, see Standard Plan J-50.15.

TYPE 3 INDUCTION LOOP
STANDARD PLAN J-50.12-02
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
STATE DESIGN ENGINEER
Washington State Department of Transportation
NOTES
1. See Contract for head type, mounting height, and orientation.
2. All nipples, fittings, and center pipes shall be 1 1/2" (in) diameter.
3. Install neoprene gasket inside head when flanged elbows are supplied.
4. Extend wire sheath a minimum of 1" (in) inside all signal and sign housings and terminal compartments.
5. Apply bead of silicone to the serrated ring and around the perimeter of all top openings prior to installation of fittings.
6. See Standard Specification 9-29.16 for backplate requirements. Where required, prismatic sheeting shall be applied in accordance with the manufacturer's recommendations. The application surface of the backplate shall be cleaned, degreased with isopropyl alcohol, and dried prior to application of the sheeting.
7. Drill a 1/4" (in) drain hole in the bottom of each signal display assembly, and one in the bottom of each pedestrian head. When signal display assembly is mounted horizontally, drill a 1/4" (in) drain hole at the lowest point of each section of the signal assembly.
APPENDIX B

PERMITS
Public Works Permit Application
Public Works Department

Complete this form to submit at City Hall. Or, use mybuildingpermit.com to submit your application entirely online.

For water, sewer, and right-of-way permits. This application is not required if the work will be in conjunction with a building permit. In that case, your building permit application acts as a public works permit application.

Site Address ____________________________ Tax Parcel # ____________________________

Description of Work to be Done: ____________________________

Will this project impact or remove any significant trees?  □ Yes  □ No
(If yes, see Tree Retention Checklist - Minor)

Owner

Name ____________________________ Phone ____________________________
Address ____________________________ Email ____________________________
City ____________________________ State ______ Zip Code ______

Contractor

A general contractor, licensed and bonded with the State of Washington, is required for work in the public right-of-way.

Name ____________________________ Phone ____________________________
Address ____________________________ Email ____________________________
City ____________________________ State ______ Zip Code ______ License # ______

Applicant

Name ____________________________ Phone ____________________________
Address ____________________________ Email ____________________________
City ____________________________ State ______ Zip Code ______

I certify under penalty of perjury that the information furnished by me is true and correct to the best of my knowledge and, further, that I am authorized by the owner of the above premises to perform the work for which permit application is made. I further agree to save harmless the City of Kirkland as to any claim (including costs, expenses, and attorney's fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Kirkland, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as a part of this application.

Print and Sign ____________________________ Date ____________________________

June 11, 2021

Scott Gosnar
123 5th Ave
Kirkland, WA 98033
sgosnar@kirklandwa.gov

Subject: Tree Removal Permit: TRE21-02245, Approval

Dear Applicant,

A Tree Removal Permit was submitted to the City of Kirkland Planning Department on March 24, 2021 requesting removal of 14 trees, pursuant to Kirkland Zoning Code (KZC) 95.23 and 70.15. A peer review of the removal request and arborist report was completed for compliance with applicable City regulations. After this review, the City has determined that the 14 trees indicated on the submitted site plan are approved for removal. Conditions apply to this permit and are outlined below.

Comments:
Tree removal is requested to construct a right turn lane pocket onto the Juanita High School access road from east bound NE 132nd St. Because the proposed tree removals are associated with development, tree removals must adhere to Tree Retention Associated with Development Activity, KZC 95.30.

Supplemental Trees:
1. Tree Density Credit Requirements will be met on each lot following the tree removals; therefore, no replanting is required for this project.

Arborist Monitoring and Risk Evaluation:
1. The provided Arborist Report notes that there is associated elevated risk with retaining trees adjacent to the proposed site work. In order to adequately assess risk, the following is required as a condition of permit issuance:
   a. Project Arborist required to monitor excavation and root damages adjacent to Tree #s 421, 436, 437, 439, 440, 442, and 443.
   b. Project Arborist required to prepare a risk assessment for retained trees which is to be provided to adjacent private property owners if the tree removal and root cutting have increased a trees risk rating.
   c. In the event retained trees are damaged during site work and recommended for removal, replacement trees will be required.
Invasive Vegetation Management:
1. Retained Tree #s 436, 437, 439, and 440 are heavily covered in climbing invasive ivy vines that are required to be managed:
   a. Use a hand pruner to cut ivy stems from their roots near the base of the tree trunk. Pull the roots out and cut the ivy stems around 4.5-feet above-grade if needed. Allow the ivy growing up the trunks to die naturally.

The subject trees are located in a mapped moderate/high landslide hazard area. The following Best Management Practices must be adhered to:

• Removal of trees should be completed in a manner that avoids disturbance of the ground and surrounding vegetation. This can be accomplished by using suspension techniques or cutting branches and logs into small pieces that can be moved by hand. Skidding logs can result in significant disturbance and should be avoided.

• Avoid leaving limbs, branches and large woody debris on the ground. These materials can damage existing vegetation and large woody debris can pose a hazard if left on sloping ground.

• When possible, stumps should be left in place. The remaining roots will continue to provide mechanical stabilization benefits while new vegetation becomes established.
## Permit Response

### Table 1. Approved Request(s)

<table>
<thead>
<tr>
<th>Tree ID</th>
<th>Common Name</th>
<th>Diameter (inches)</th>
<th>Proposed Action</th>
<th>Critical Area Designation</th>
<th>Replace (Y/N)</th>
<th>Replacement Trees (#)</th>
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<td>422</td>
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<td>423</td>
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<td>Mod/High Landslide</td>
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<td>0</td>
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</tbody>
</table>
Please contact me with any questions.

Sincerely,

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Katie Hogan
Development Review Arborist
425.587.3289
khogan@kirklandwa.gov
<table>
<thead>
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<th>Tree #</th>
<th>Species</th>
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<th>Property</th>
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<td>Black cottonwood</td>
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<td>TCE</td>
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<td>TCE</td>
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<td>427</td>
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<td>TCE</td>
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<td>11.9</td>
<td>TCE</td>
</tr>
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<tr>
<td>433</td>
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<td>Private</td>
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<tr>
<td>437</td>
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<td>Bigleaf maple</td>
<td>13.1</td>
<td>Private</td>
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APPENDIX C

BORING LOGS
(FOR INFORMATION ONLY)
Proposed Turn Lane
Retaining Wall
NE 132nd St & 105th Ave NE
Kirkland, WA 98034

Reference: Google Terrain Map

Not to Scale
NOTES:
1. Site plan modified from Gray & Osborne, Inc.
   Preliminary Plan sheet RP01 14.

Legend:
- Approx. Test Boring Locations
- Cross Sections for Slope Stability Analysis

Site and Exploration Plan
Proposed Turn Lane
NE 132nd St & 105th Ave NE
Kirkland, WA 98034

Project No.
18-104
Figure No.
2
### RELATIVE DENSITY / CONSISTENCY

<table>
<thead>
<tr>
<th>Density</th>
<th>SPT N-values</th>
<th>Approx. Relative Density (%)</th>
<th>Consistency</th>
<th>SPT N-values</th>
<th>Approx. Undrained Shear Strength (psf)</th>
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</thead>
<tbody>
<tr>
<td>Very Loose</td>
<td>&lt;4</td>
<td>&lt;15</td>
<td>Very Soft</td>
<td>&lt;2</td>
<td>&lt;250</td>
</tr>
<tr>
<td>Loose</td>
<td>4 to 10</td>
<td>15 - 35</td>
<td>Soft</td>
<td>2 to 4</td>
<td>250 - 500</td>
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<tr>
<td>Med. Dense</td>
<td>10 to 30</td>
<td>35 - 65</td>
<td>Med. Stiff</td>
<td>4 to 6</td>
<td>500 - 1000</td>
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<tr>
<td>Dense</td>
<td>30 to 50</td>
<td>65 - 85</td>
<td>Stiff</td>
<td>8 to 15</td>
<td>1000 - 2000</td>
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<tr>
<td>Very Dense</td>
<td>&gt;50</td>
<td>85 - 100</td>
<td>Very Stiff</td>
<td>15 to 30</td>
<td>2000 - 4000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Hard</td>
<td>&gt;30</td>
<td>&gt;4000</td>
</tr>
</tbody>
</table>

### UNIFIED SOIL CLASSIFICATION SYSTEM

#### MAJOR DIVISIONS
- Gravel: 50% or more of the coarse fraction retained on the #4 sieve. Use dual symbols (e.g., GP-GM) for 5% to 12% fines.
- Sand: 50% or more of the coarse fraction passing the #4 sieve. Use dual symbols (e.g., SP-SM) for 5% to 12% fines.
- Silt and Clay: 50% or more passing #200 sieve
- Highly Organic Soils:

#### GROUP DESCRIPTIONS
- GRAVEL (<5% fines)
- GRANULAR (<12% fines)
- SAND (<5% fines)
- SAND (>12% fines)
- Silt and Clay: Liquid Limit < 50
- Silt and Clay: Liquid Limit > 50
- Highly Organic Soils

Notes:
1. Soil exploration logs contain material descriptions based on visual observation and field tests using a system modified from the Unified Soil Classification System (USCS). Where necessary laboratory tests have been conducted (as noted in the "Other Tests" column), unit descriptions may include a classification. Please refer to the discussions in the report text for a more complete description of the subsurface conditions.

2. The graphic symbols given above are not inclusive of all symbols that may appear on the borehole logs. Other symbols may be used where field observations indicated mixed soil constituents or dual constituent materials.

### DESCRIPTIONS OF SOIL STRUCTURES
- Layered: Units of material distinguished by color and/or composition from material units above and below
- Laminated: Layers of soil typically 0.05 to 1 mm thick, max. 1 cm
- Lens: Layer of soil that pinches out laterally
- Interlayered: Alternating layers of differing soil material
- Pocket: Erratic, discontinuous deposit of limited extent
- Homogeneous: Soil with uniform color and composition throughout

### COMPONENT DEFINITIONS

#### COMPONENT SIZE / SIEVE RANGE
- Boulder: > 12 inches
- Cobble: 3 to 12 inches
- gravel: 3 to 3/4 inches
- Coarse Gravel: 3 to 3/4 inches
- Fine Gravel: 3/4 inches to #4 sieve
- Sand: #4 to #10 sieve (4.5 to 2.0 mm)
- Coarse Sand: #10 to #40 sieve (2.0 to 0.42 mm)
- Medium Sand: #40 to #200 sieve (0.42 to 0.074 mm)
- Fine Sand: 0.074 to 0.002 mm
- Silt: <0.002 mm
- Clay: <0.002 mm

### TEST SYMBOLS

#### Sample/In Situ test types and intervals
- 2-inch OD Split Spoon, SPT (140-lb. hammer, 30" drop)
- 3.25-inch OD Split Spoon (300-lb hammer, 30" drop)
- Non-standard penetration test (see boring log for details)
- Thin wall (Shelby) tube
- Grab
- Rock core

### MONITORING WELL
- Groundwater Level at time of drilling (ATD)
- Static Groundwater Level
- Cement / Concrete Seal
- Bentonite grout / seal
- Silica sand backfill
- Slotted tip
- Slough
- Bottom of Boring

### MOISTURE CONTENT
- Dry: Dusty, dry to the touch
- Moist: Damp but no visible water
- Wet: Visible free water

---

PanGEO INCORPORATED
Phone: 206.262.0370

Terms and Symbols for Boring and Test Pit Logs

Figure A-1
About 6 inches of surficial **Forest Duff**.

Medium dense, brown, poorly-graded GRAVEL with silt and sand (GP-GM); moist, trace organics, observed rootlets, pockets of silty sand (Fill).

GS at S-1: 55.5% Gravel, 34.2% Sand, 10.2% Fines.

-- Becomes very dense, blow counts possibly overstated due to large gravel.

Loose, brown, silty fine to medium SAND with some gravel (SM); moist (Recessional Outwash - Qvr).

GS at S-3: 41.7% Gravel, 44.6% Sand, 13.7% Fines.

-- Becomes medium dense.

Medium dense, well-graded fine to coarse SAND with some gravel (SW); moist, trace silt.

---

**Remarks:** Standard Penetration Test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with a rope and cathead mechanism. Boring drilled by Boretec1, Inc using an EC95 Track Mounted Drill Rig.
Medium dense, well-graded fine to coarse SAND with some gravel (SW); moist, trace silt. (Continued)
-- Becomes dense.

-- Becomes very dense, minimal recovery due to large gravel.

Dense, brown, silty fine to medium SAND with large gravel (SM); moist.

Modified California Sampler used at Sample S-10.

Boring was terminated at approximately 41 feet below ground surface (bgs).
Groundwater was not encountered at the time of drilling.

Remarks: Standard Penetration Test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with a rope and cathead mechanism. Boring drilled by Boretec1, Inc using a EC95 Track Mounted Drill Rig.
About 6 inches of surficial Forest Duff.

Loose, brown, silty fine to medium SAND (SM); moist, trace gravel and organics. (Fill).

Dense, brown, poorly-graded fine to medium SAND with gravel (SP); moist, trace silt (Recessional Outwash - Qvr).
GS at S-2: 37.3% Gravel, 58.1% Sand, 4.6% Fines.

Medium dense, brown, well-graded SAND with gravel (SW); moist, trace silt.
GS at S-3: 43.0% Gravel, 53.7% Sand, 3.3% Fines.

-- Silt lens encountered between about 16.5 to 17 feet bgs.

Dense, poorly graded fine to medium SAND with gravel and silt (SP-SM); moist, observed thin silt lens at top of sample S-7.

Boring was terminated at approximately 21 feet below ground surface (bgs).
Groundwater was not encountered at the time of drilling.

Remarks: Standard Penetration Test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with a rope and cathead mechanism. Boring drilled by Boretec1, Inc using a limited access Drill Rig.
Project: Turn Lane Addition Job
Number: 18-104
Location: NE 132nd Street & 105th Avenue NE, Seattle, WA 98034