

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

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

**2026 SLURRY SEAL PROJECT**  
**Job No. 19-26-PW**



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

**CITY OF KIRKLAND  
DEPARTMENT OF PUBLIC WORKS**

**2026 SLURRY SEAL PROJECT  
JOB NO. 19-26-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.



Will Denton, P.E.  
Senior Project Engineer

***Approved for Construction:***

A handwritten signature in blue ink, appearing to read "Rob English", written over a horizontal line.

Rob English, P.E.  
Capital Division Manager



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# **City of Kirkland**

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# INVITATION TO BID



**City of Kirkland**

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## **INVITATION TO BID**

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at 2:00 P.M., local time on June 3, 2026, for the project hereinafter referred to as:

### **2026 SLURRY SEAL PROJECT CIP NO. STC006026/STC0060326 PROJECT JOB NO. 19-26-PW**

At said time all bids will be opened and publicly read aloud. Each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check or a bond issued on a form acceptable to your surety made payable to the City of Kirkland for a sum of not less than five percent (5%) of the total bid amount. No bid shall be considered unless accompanied by such bid proposal deposit. Incomplete proposals and proposals received after the time stated above will not be considered. Faxed or emailed responses are not acceptable.

The work to be performed under these specifications consists of furnishing all labor, tools, materials, and equipment necessary for construction of the **2026 SLURRY SEAL PROJECT**. This contract work includes, but is not limited to the preparation and installation of Slurry Seal Type II to existing asphalt streets, pavement marking removal and replacement, street surface preparation, herbicide application, vegetation trimming, street sweeping and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. The estimated cost for this project is in the range of \$450,000 to \$500,000.

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. Information for registering for the Bidders List can be found at [www.bxwa.com/membership.html](http://www.bxwa.com/membership.html) or by phoning (425) 258-1303, or in person at Builder's Exchange of Washington located at 2607 Wetmore Ave, Everett, WA.

The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Questions regarding this project shall be submitted in writing to Will Denton, P.E. via email only at [wdenton@kirklandwa.gov](mailto:wdenton@kirklandwa.gov). Questions via phone will not be accepted. Bidders shall submit questions no later than 5:00 P.M. on May 27, 2026.

The City reserves the right to reject any and all bids, and to waive any irregularities or 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 sixty (60) days after the actual date of the bid opening.  
Published: Daily Journal of Commerce – May 18, 2026: May 25, 2026

# **GENERAL INFORMATION, PROPOSAL, & CONTRACT**



**City of Kirkland**

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# CITY OF KIRKLAND

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**CITY OF KIRKLAND  
INFORMATION FOR BIDDERS**

Bidders must bid on all items contained in the proposal.

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

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

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

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

The lump sum or unit prices must be shown in the spaces provided on the bid schedule.  
Show total bid price in both words and figures on the Proposal.  
The Proposal form must be completed in full, signed and dated.
4. BID BOND

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

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

This form must be completed in compliance with RCW 39.30.060 if the estimate exceeds \$1,000,000.

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

1. CONTRACT

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

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

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

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

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

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

**CITY OF KIRKLAND  
BIDDER RESPONSIBILITY CRITERIA CHECKLIST**

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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 and supplemental 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.

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA CHECKLIST**

The bidder must:

- 1. Have not delivered a project to the Contracting Agency within the three-year period immediately preceding the date of the bid submittal which was late, over budget, or did not meet specifications;
- 2. Have successfully completed projects of a similar size and scope as required by the contract documents for this project;

***MUST BE SUBMITTED WITH PROPOSAL***

- 3. Not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue;
  - 4. Within the five-year period immediately preceding the date of the bid submittal, not have a record of excessive claims filed against its retainage or payment bonds for public works projects that demonstrate a lack of effective management by the bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers;
  - 5. Within the five-year period immediately preceding the date of the bid submittal, not have had any public works contract terminated for cause or terminated for default by a government agency;
  - 6. Within the five-year period immediately preceding the date of the bid submittal, not have lawsuits with judgments entered against the bidder that demonstrate a pattern of failing to meet the terms of contracts;
  - 7. Within the five-year period immediately preceding the date of the bid submittal, not have a record of prevailing wage complaints filed against it that demonstrates a pattern of failing to pay workers prevailing wages;
  - 8. Not currently be debarred or suspended by the federal government;
  - 9. Use a standard subcontract form that includes the subcontractor responsibility language required by RCW 39.06.020, and have an established procedure which it utilizes to validate the responsibility of each of its subcontractors;
  - 10. Within the five-year period immediately preceding the date of the bid submittal, have not, and/or its owners have not, been convicted of a crime involving bidding on a public works contract;
  - 11. Demonstrate a record of successful and timely resolution of Change Orders including compliance with public contract Change Order resolution procedures.
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**CITY OF KIRKLAND  
SUBCONTRACTOR RESPONSIBILITY CRITERIA CHECKLIST**

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
- 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - 2. Have a current Washington Unified Business Identifier (UBI) number;
  - 3. Have:
    - a) Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RC
    - b) A Washington Employment Security Department number, as required in Title 50 RCW;
    - c) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d) An electrical contractor license, if required by Chapter 19.28 RCW;
    - e) An elevator contractor license, if required by Chapter 70.87 RCW.
  - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3). **Meet responsibility criteria in RCW 39.04.350**
  - 5. Until December 31, 2017, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
  - 6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

**CITY OF KIRKLAND  
BID PROPOSAL**



**2026 Slurry Seal Project**

CIP NO. STC0060026/STC0060326

JOB NO. 19-26-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 60 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 twenty (20) calendar days after notification of acceptance, execute the contract with the Owner in the form of contract included in the contract documents, and will, at the time of execution of the contract, deliver to the Owner the Performance and Payment Bond and all Certificates of Insurance required therein, and will, to the extent of its proposals, furnish all machinery, tools, apparatus, and other means of construction and do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the engineer or other project manager designated thereunder.

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

In the event the Bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the Owner per the specifications contained in the contract documents.

**MUST BE SUBMITTED WITH PROPOSAL**

The Bidder further proposes to accept as full payment for the work proposed herein, the amounts computed under the provisions of the contract documents and based upon the lump sum and unit price amounts entered by the Bidder for the various bid items included in the Bid Schedule. The Bidder further agrees the lump sum and unit prices entered for the various bid items included in the Bid Schedule include all use taxes, overhead, profit, bond premiums, insurance premiums and all other miscellaneous and incidental expenses as well as all costs of materials, labor, tools and equipment required to perform and complete the work.

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

The undersigned bids and agrees to complete all construction of the **2026 SLURRY SEAL PROJECT; JOB NO. 19-26-PW** for the following:

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

Washington State Sales Tax 10.4% (*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

**MUST BE SUBMITTED WITH PROPOSAL**

Contractor's Address:

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

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

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\_\_\_\_\_  
EMAIL

\*\* Bid proposal to be submitted in a **sealed envelope** marked "**Bid Enclosed**" for **2026 SLURRY SEAL PROJECT, JOB NO. 19-26-PW.**

**CITY OF KIRKLAND  
BID SCHEDULE**

2026 SLURRY SEAL PROJECT  
JOB NO. 19-26-PW

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

<b>Item No.</b>	<b>Item Description</b>	<b>Spec Ref.</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	MINOR CHANGE	1-04 SP	1	FA	\$3,000	\$3,000
2	SPCC PLAN	1-07 SP	1	LS		
3	MOBILIZATION	2-01 SP	1	LS		
4	PROJECT TEMPORARY TRAFFIC CONTROL	2-04	1	LS		
5	SHOULDER & STREET PREPARATION	5-02 SP	1	FA	\$4,000	\$4,000
6	SLURRY SEAL, TYPE 2	5-02 SP	84,115	SY		
7	STREET SWEEPING	5-02 SP	1	LS		
8	CRACK SEALING BIT. PVMT-FA	5-03	1	FA	\$2,000	\$2,000
9	EROSION/WATER POLLUTION CONTROL	8-05 SP	1	FA	\$3,000	\$3,000
10	RAISED PAVEMENT MARKER TYPE 2	8-09	0.34	HUN		
11	RAISED PAVEMENT MARKER TYPE 2B	8-09 SP	0.45	HUN		
12	REMOVAL OF PAVEMENT MARKINGS & MARKERS	8-22 SP	1	LS		
13	PAINT LINE	8-22	4,241	LF		
14	PLASTIC STOP LINE	8-22 SP	241	SF		
15	PLASTIC SPEED HUMP MARKINGS	8-22 SP	2	EA		
16	PLASTIC CROSSWALK LINE	8-22 SP	810	SF		
17	TEMPORARY PAVEMENT MARKINGS	8-23 SP	1	LS		

**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  
STATEMENT OF BIDDER'S QUALIFICATIONS**

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

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

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

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

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

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

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

RCW 39.30.060 requires the following:

“(1) Every invitation to bid on a prime contract that is expected to cost \$1,000,000 or more for the construction, alteration, or repair of any public building or public work of ... a ... municipality as defined under RCW 39.04.010 ... shall require each prime contract bidder to submit:

(a) At the published bid submittal time, the names of the subcontractors and proof of license 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, if it is licensed to perform the work for which it has named itself. ...; and

(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.

(2) 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:** \_\_\_\_\_

**Subcontractor License #:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

**Subcontractor License #:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

**Subcontractor License #:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

**Subcontractor License #:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

**Subcontractor License #:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

*- make additional pages if necessary -*

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

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

\_\_\_\_\_

\_\_\_\_\_

**CITY OF KIRKLAND  
BIDDER'S CHECKLIST**

1. Have you reviewed the Bidder Responsibility and Subcontractor Responsibility Criteria?
2. Have you enclosed a bid bond or certified check with your bid? (Must be at least 5% of the total amount bid)
3. Have you entered a bid amount for all items and all schedules?
4. Do the written amounts of the proposal agree with the amounts shown in the figures?
5. Have you acknowledged receipt of addenda?
6. Has the proposal been properly completed and signed?
7. Have you completed the Statement of Bidder's Qualifications?
8. Have you completed the City of Kirkland Non-collusion Affidavit?
9. Have you completed the Subcontractor Identification List? (This is to be completed if the estimate amount exceeds \$1,000,000.)
10. Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for: 2026 Slurry Seal Project - 19-26-PW.

# CONTRACT

## INFORMATION ONLY

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



**City of Kirkland**

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# CITY OF KIRKLAND

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## CITY OF KIRKLAND PUBLIC WORKS AGREEMENT

2026 Slurry Seal Project  
JOB NO. 19-26-PW

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

W I T N E S S E T H:

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

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

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "2026 Slurry Seal Project, Job No. 19-26-PW"

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

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

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

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

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

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

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

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

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

CITY OF KIRKLAND

BY: \_\_\_\_\_  
Tracey Dunlap, Deputy City Manager



**PERFORMANCE BOND**

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

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

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

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **2026 SLURRY SEAL PROJECT, Job #19-26-PW**, which is hereby made a part of this bond as if fully set forth herein;

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

1. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety; and
2. If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder;

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

City/Zip: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

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



**LABOR, MATERIAL AND TAXES PAYMENT BOND**

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

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

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

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **2026 SLURRY SEAL PROJECT, Job #19-26-PW**, which contract is by this reference made a part hereof;

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

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

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

(Form continues on next page)

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

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

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

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

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

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

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

2026 Slurry Seal Project  
JOB NO. 19-26-PW

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

Select  
One

- (1) Retained in a fund by the City. No interest will be earned on the retained percentage amount under this election.
  
- (2) Retainage Bond
  
- (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. (For the convenience of those Contractors choosing option (3) a City approved Form of Escrow Agreement is included on the next page and should be completed and submitted with the executed contract.)

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

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

CONTRACTOR:

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Contract Title	_____
Contract Number	_____
Contractor Name	_____

The Undersigned, \_\_\_\_\_, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto \_\_\_\_\_, hereinafter called Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), Which is 5% of the principal's price on Contract ID \_\_\_\_\_.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number \_\_\_\_\_.

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of \_\_\_\_% from monies earned on estimates during the progress of the construction, herein after referred to as earned retained funds.

NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of the obligation is such that the Principal and Surety are held and bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of \_\_\_\_\_ percent (\_\_\_\_%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the Obligee. This bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

1. The liability of the surety under this bond shall not exceed 5% or 50% of the total amount earned by the Principal if no monies are retained by the Obligee on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time provided by applicable law.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

**SURETY**

**PRINICIPAL**

By: \_\_\_\_\_  
 Name/Title

By: \_\_\_\_\_  
 Name/Title

OF: \_\_\_\_\_

OF: \_\_\_\_\_

Surety Name and Local Office of Agent: \_\_\_\_\_

Surety Address and Phone of Local Office and Agent: \_\_\_\_\_

\_\_\_\_\_

**CITY OF KIRKLAND  
RETAINED PERCENTAGE ESCROW AGREEMENT**

2026 Slurry Seal Project  
JOB NO. 19-26-PW

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

City of Kirkland  
123 Fifth Avenue  
Kirkland, Washington 98033

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

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

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

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

TO: Escrow Bank or Trust Company:

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

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

\_\_\_\_\_

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

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

INSTRUCTIONS

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

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

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

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

CONTRACTOR:

CITY OF KIRKLAND:

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

123 Fifth Avenue  
Kirkland, Washington 98033

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

ESCROW BANK OR TRUST CO:

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

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

\_\_\_\_\_  
Title

Securities Authorized by City of Kirkland (select one):

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

**RETURN THIS SIGNED AGREEMENT TO:**

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



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

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

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

# **GENERAL SPECIAL PROVISIONS**



**City of Kirkland**

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# SPECIAL PROVISIONS

*Supplement to*

**2026**

**WSDOT Standard  
Specifications**



City of Kirkland
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# City of Kirkland Special Provisions

## INTRODUCTION

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2026 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions supersede any conflicting provisions of the Standard Specifications.

The accompanying Plans and these Specifications and any Addenda thereto, show and describe the location and type of work to be performed under the **2026 Slurry Seal Project**.

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

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

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

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

- **Local Agency/APWA Approved GSPs** are modifications to the Standard Specifications prepared by the APWA Division 1 subcommittee, which is comprised of representatives of local agencies throughout the State of Washington. These GSPs are generally used throughout the state. APWA GSPs replace what was formerly referred to as "Division 1-99 APWA Supplement" in previous editions of the Standard Specifications for Road, Bridge and Municipal Construction. Denoted as: **(date APWA GSP)**
- **City of Kirkland GSPs** are modifications to the Standard Specifications prepared by the City of Kirkland Public Works Department, and commonly applicable to City of Kirkland projects. Denoted as: **(date COK GSP)**

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

Also incorporated into the Contract Documents by reference are:

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

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

# DIVISION 1 - GENERAL REQUIREMENTS

## DESCRIPTION OF WORK

This contract provides for the preparation and installation of Slurry Seal Type II to existing asphalt streets, pavement marking removal and replacement, street surface preparation, crack sealing, herbicide application, vegetation trimming, minor structural patching, street sweeping and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

### 1-01 DEFINITIONS AND TERMS

#### 1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

#### Dates

***Bid Opening Date***

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

***Award Date***

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

***Contract Execution Date***

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

***Notice to Proceed Date***

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

***Substantial Completion Date***

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

***Physical Completion Date***

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

***Completion Date***

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

***Final Acceptance Date***

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

Supplement this Section with the following:

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

**1-02.1 Qualifications of Bidder**

(January 1, 2026 COK GSP)

Before award of a public works contract, a Bidder must meet at least the minimum qualifications of RCW 39.04.350(1) and, if subject to apprentice utilization requirements under RCW 39.04.320, the requirements of RCW 39.04.350(3) to be considered a responsible Bidder and qualified to be awarded a public works project.

(January 1, 2026 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, the Contracting Agency may request that a Bidder or all Bidders provide supplemental information concerning responsibility in accordance with RCW 39.04.350(3). Such supplemental information shall be provided to the Contracting Agency in writing within two (2) business days of the request. If the Bidder fails to supply this supplemental information within the time and manner specified, the Contracting Agency may base its determination of responsibility on any available information related to the supplemental criteria or may find the Bidder not responsible.

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 will be rejected. The Bidder may appeal the determination within two (2) business days after receipt of the determination by presenting additional information to the Contracting Agency. The Contracting Agency will consider the additional information before issuing its final decision. If the Contracting Agency's final decision affirms that the Bidder is not responsible, the 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 the 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, no later than five (5) business days before the bid submittal deadline, request that the Contracting Agency modify the supplemental criteria. Such request must be in writing, describe the nature of the concern(s), and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. The Contracting Agency will evaluate the information submitted by the Bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the Contracting Agency will issue an Addendum to the Bid Documents identifying the new criteria.

### **1-02.2 Plans and Specifications**

(January 1, 2026 COK GSP)

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 (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:

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

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

### **1-02.4(1) General**

(December 30, 2022 APWA GSP Option A)

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

### **1-02.5 Proposal Forms**

(February 17, 2026 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. 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.

### **1-02.6 Preparation of Proposal**

(November 20, 2023 WSDOT GSP)

The fourth and fifth paragraphs of Section 1-02.6 are deleted.

(January 1, 2016 COK GSP)

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

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

#### **Conflict of Interest**

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

### **1-02.9 Delivery of Proposal**

(November 21, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

#### **GENERAL**

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.

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

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time and date the Proposal is due, shall 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.

#### **1-02.10 Withdrawing, Revising, or Supplementing Proposal** (February 17, 2026 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical or an electronic bid, if allowed under 1-02.9, 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, if a physical Bid Proposal was submitted, or recalled electronically via electronic method described in 1-02.9 if an electronic Bid Proposal was submitted, 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 before the time set for receipt of Bid Proposals, 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. Requests to withdraw, revise, or supplement a Bid Proposal may be submitted by the following methods:

1. In person: At the receiving location for sealed bids identified in the Invitation To Bid.

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

(November 21, 2025 APWA GSP)

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 Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
  - c. A price per unit cannot be determined from the Bid Proposal;
  - d. The Proposal form is not properly executed;
  - e. The Bidder fails to submit or properly complete a subcontractor list as required in Section 1-02.6;
  - f. The Bidder fails to submit the Bidder Questionnaire, if applicable, as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
  - g. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
  - h. The Bidder fails to submit the Statement of Bidder's Qualification, as required by Section 1-02.1(1).
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. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
  - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
  - e. Receipt of Addenda is not acknowledged;
  - f. 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
  - g. If Proposal form entries are not made in ink.

#### **1-02.14 Disqualification of Bidders**

(January 1, 2026 COK GSP)

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; or does not meet supplemental criteria in this Section.

#### **Supplemental Bidder Responsibility Criteria:**

As permitted under RCW 39.04.350(3), the Contracting Agency requires bidders to meet the following supplemental bidder responsibility criteria to be considered a responsible bidder. The Bidder shall complete and sign a checklist on a form to be provided by the Contracting Agency to confirm compliance with the supplemental criteria, and may be required by the Contracting Agency to submit documentation demonstrating compliance with the supplemental criteria. The Bidder must:

- A. Have not delivered a project to the Contracting Agency within the three-year period immediately preceding the date of the bid submittal which was late, over budget, or did not meet specifications, and the Contracting Agency does not find in writing that the Bidder has shown how the Bidder would improve its performance to be likely to meet project specifications. This criteria also applies to the owner of the Bidder;
- B. Have successfully completed projects of a similar size and scope as required by the contract documents for this project. In evaluating whether the projects were "successfully completed," the Contracting Agency may check owner references for the previous projects and may evaluate the owner's assessment of the Bidder's performance, including but not limited to the following areas:

- Quality of project and quality control;
  - Management of safety and safety record;
  - Timeliness of performance;
  - Use of skilled personnel;
  - Management of subcontractors;
  - Availability of and use of appropriate equipment;
  - Compliance with contract documents;
  - Management of schedule, submittals process, change orders, and close-out;
  - Apprenticeship utilization;
  - Diverse or certified business outreach and inclusion;
- C. Not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue;
  - D. Within the five-year period immediately preceding the date of the bid submittal, not have a record of excessive claims filed against its retainage or payment bonds for public works projects that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances, and such circumstances are deemed acceptable to the Contracting Agency;
  - E. Within the five-year period immediately preceding the date of the bid submittal, not have had any public works contract terminated for cause or terminated for default by a government agency, unless there are extenuating circumstances, and such circumstances are deemed acceptable to the Contracting Agency;
  - F. Within the five-year period immediately preceding the date of the bid submittal, not have lawsuits with judgments entered against the Bidder that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances, and such circumstances are deemed acceptable to the Contracting Agency;
  - G. Within the five-year period immediately preceding the date of the bid submittal, not have a record of prevailing wage complaints filed against it that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances, and such circumstances are deemed acceptable to the Contracting Agency;
  - H. Not currently be debarred or suspended by the Federal government;
  - I. Use a standard subcontract form that includes the subcontractor responsibility language required by RCW 39.06.020, and have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020;
  - J. Within the five-year period immediately preceding the date of the bid submittal, the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.
  - K. 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).

The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all Bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in its evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

The basis for evaluation of Bidder compliance with the Mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including

but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

#### **Request to Change Supplemental Criteria:**

Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria required in the Bid Documents may request that the Contracting Agency modify the criteria. Such requests must be in writing, describe the nature of the concerns, and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. Bidders must submit such requests to the Contracting Agency no later than five business days prior to the bid submittal deadline and address the request to the Project Engineer. The Contracting Agency will evaluate the information submitted by the Bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the Contracting Agency will issue an addendum to the Bid Documents identifying the new criteria.

#### **Decision and Appeal:**

If the Contracting Agency determines the Bidder does not meet the supplemental bidder responsibility criteria 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 business days of receipt of the Contracting Agency's determination by presenting additional information to the Contracting Agency. The Contracting Agency will consider the 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 final determination.

### **1-02.15 Pre Award Information**

(April 22, 2024 COK GSP)

This section is supplemented with the following:

7. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.

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

#### **1-03.1 Consideration of Bids**

(December 30, 2022 APWA GSP)

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**

*(February 17, 2026 APWA GSP, Option A)*

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 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, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide, if required, any of the following: pre-Award information required by the Contracting Agency as listed under Section 1-02.15, proof of licensure for electrical, HVAC, or plumbing subcontractors. If the Prime Contractor lists themselves as performing electrical, HVAC, or plumbing they are required to submit proof of licensure prior to execution.

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 the calendar days after the Award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

### **1-03.4 Contract Bond**

*(January 1, 2016 COK GSP)*

Revise the first paragraph to read:

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

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

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

### **1-03.7 Judicial Review**

(December 30, 2022 APWA GSP)

Revise this section to read:

All decisions 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. The Contractor shall include all costs of doing this work within the contract bid item prices.

#### **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

#### **1-04.4 Changes**

(April 1, 2026 COK GSP)

Delete "electronically" in the first sentence of the last paragraph:

Delete the second sentence of the last paragraph:

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

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

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

#### **1-04.8 Progress Estimates and Payments**

(April 1, 2026 COK GSP)

This section is supplemented with the following:

Progress estimates shall be signed by the Contractor and Contracting Agency Representative to be considered approved and properly completed in accordance with RCW 39.76.011. Progress payments shall be for work completed in the previous month. Estimating ahead will not be allowed. The Contracting Agency will normally submit draft progress estimates for the Contractor's review and approval within 14 calendar days from the end of the previous month. Should the Contractor fail to sign a progress estimate within 7 calendar days after receipt from the Contracting Agency, the Contracting Agency may unilaterally process a progress payment based on the amount shown on the draft progress estimate.

(January 1, 2016 COK GSP)

#### **1-04.11 Final Cleanup**

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

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

The Contractor shall:

1. Remove all rubbish, surplus materials, discarded materials, falsework, piling, camp buildings, temporary structures, equipment, and debris;
2. Remove from the Project, all unneeded, oversized rock left from grading, surfacing, or paving unless the Contract specifies otherwise or the Engineer approves otherwise;
3. On all concrete and asphalt pavement work, flush the pavement clean and remove the wash water and debris;
4. Sweep and flush structure decks and remove wash water and debris;
5. Clean out from all open culverts and drains, inlets, catch basins, manholes and water main valve chambers, within the limits of the Project Site, all dirt and debris of any kind that is the result of the Contractor's operations;
6. Level and fine grade all excavated material not used for backfill where the Contract requires;
7. Fine grade all slopes;

8. Upon completion of grading and cleanup operations at any privately-owned site for which a written agreement between the Contractor and property owner is required, the Contractor shall obtain and furnish to the Engineer a written release from all damages, duly executed by the property owner, stating that the restoration of the property has been satisfactorily accomplished.;

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

(January 27, 2021 COK GSP)  
Add new Section 1-04.12.

#### **1-04.12 Water, Electrical Power, Telecommunications, and Sanitary Sewer Requirements**

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 cleanup and remove debris, refuse, and discarded materials of any kind resulting from the Work to meet those purposes. These activities shall be incidental to the bid items associated with the Work that generated the debris, refuse, and discarded materials. Failure to do so may result in cleanup done by the Owner and the cost thereof charged to the Contractor by either deducting from the next Progress Payment to the Contractor or direct billing from the City.

(January 1, 2020 COK GSP)

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

Section 1-05.4 is supplemented with the following:

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

(January 1, 2016 COK GSP)  
Add new Section 1-05.4(1).

##### **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 set 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.

### **1-05.7 Nonconforming Work**

*(February 17, 2026 APWA GSP)*

Supplement this section with the following:

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. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

No additional contract time or compensation will be allowed when the Contracting Agency exercises their rights provided by this Section.

#### **1-05.7(1) Identification of Nonconforming Work**

Replace this section with the following:

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

#### **1-05.7(2) Reporting of Nonconforming Work**

Replace this section with the following:

The Contractor shall immediately report all Nonconforming Work to the Engineer and shall include any relevant information known for suggested remediation of Nonconforming Work.

When the Contracting Agency identifies Nonconforming Work, the Engineer will notify the Contractor in writing specifying a time when a remedy must be complete. If the Contractor fails to remedy Nonconforming 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.

#### **1-05.7(3) Remediation of Nonconforming Work**

Supplement this section with the following:

The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contracting Agency remedies Nonconforming Work after the specified time when a remedy was to be completed, by any means deemed necessary, direct and indirect costs incurred by the Contracting Agency attributable to correcting and remedying Nonconforming Work not corrected by the time provided in the notice, or Work the Contractor failed or refused to perform, shall be paid by the Contractor.

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 Nonconforming Work corrected immediately, have the 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 risk of loss or damage to the public.

**When costs are incurred by the Contracting Agency, payment will be deducted by the Engineer from monies due, or to become due, to the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and compensation for removal, repair, replacement and/or correction of the Contractor's Nonconforming Work.**

(January 1, 2016 COK GSP)

**1-05.9 Equipment**

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

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

(January 1, 2016 COK GSP)

**1-05.10 Guarantees**

Section 1-05.10 is supplemented as follows:

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

(October 1, 2005 APWA GSP)

**1-05.11 Final Inspection**

Delete this section and replace it with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(March 8, 2013 APWA GSP)

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

Add new Section 1-05.12(1).

#### **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.

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

(August 14, 2013 APWA GSP); (January 1, 2026 COK GSP)

Replace the third paragraph of this section with the following:

Competent supervisors experienced in the task being performed shall continuously oversee the Contract Work. Within ten (10) days after being awarded the Contract, the Contractor shall provide to the Contracting Agency the names and qualifications of any superintendents and project managers for the Work. Within five (5) business days following receipt of the information, the Contracting Agency may notify the Contractor that the Contracting Agency (1) has reasonable objection to the proposed superintendent(s) and/or project manager(s), or (2) requires additional time for review. The Contractor shall not employ a proposed superintendent or project manager to whom the Contracting Agency has made reasonable and timely objection. The Contractor shall not change the superintendent(s) or project manager(s) without the Contracting Agency's consent, which shall not unreasonably be withheld or delayed. At the Engineer's written request, the Contractor shall immediately remove and replace incompetent, careless, or negligent employees.

Delete the sixth and seventh paragraphs of this section.

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

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the 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 written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

(October 1, 2005 APWA GSP)

Add the following new section:

**1-05.16 Water and Power**

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

**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.

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

(February 17, 2022 COK GSP)

Revise the first paragraph to read:

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

**1-06.6 Recycled Materials**

(January 4, 2016 APWA GSP)

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, 2021 COK GSP)

**1-07.1 Laws to Be Observed**

Section 1-07.1 is supplemented with the following:

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

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

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

### **Compliance with Laws**

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

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

(October 1, 2005 APWA GSP)  
Supplement this section with the following:

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

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

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

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

(January 1, 2016 COK GSP)  
**Contractor's Safety Responsibilities**

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

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

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

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

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

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

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

(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).

*(January 1, 2021 COK GSP)*

### **1-07.6 Permits and Licenses**

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

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

Supplement second paragraph of this section with the following:

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

*(January 1, 2021 COK GSP)*

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

Add new Section 1-07.6(1)

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

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

In addition to the requirements of Section 1-07.6, Contractor shall provide to the Engineer the written permission obtained by the Contractor from the local sanitary sewer operating agency for use of the

sanitary sewer for construction dewatering discharge in advance of the Contractor applying for either general or individual King County Authorization for Construction Dewatering.

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

*(January 1, 2021 COK GSP)*

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

Add new Section 1-07.6(2)

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

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

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

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

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

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

*(February 17, 2026 APWA GSP, Option B)*

Revise this section to read:

All Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid shall be submitted to the Engineer through the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. When apprenticeship is a requirement of the Contract, include all apprentices in PWIA.

*(January 1, 2016 COK GSP)*

**1-07.14 Responsibility for Damage**

Section 1-07.14 is supplemented with the following:

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

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

*(January 10, 2019 COK GSP)*

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

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

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

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

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

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

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

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

*(January 1, 2016 COK GSP)*

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

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

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

*(January 1, 2020 COK GSP)*

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

Section 1-07.17 is supplemented with the following:

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

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

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

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

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

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

Utility	Agency/Company	Address	Contact	Phone
Water/Sewer	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Cody Gray	(425) 587-3900
Storm Drainage	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Jason Osborn	(425) 587-3900
Water / Sewer (North area of Kirkland)	Northshore Utility District	6380 NE 185th St Kenmore, WA 98028	Tom Bagley	(425) 471-8020
Street	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Micah Stansberry	(425) 587-3900
Electric & Natural Gas	Puget Sound Energy	35131 SE Center St Snoqualmie, WA 98065	Jeanne Coleman	(425) 463-6550
Telephone/ FIOS	Ziplay Fiber	P.O. Box 1127 Everett, WA 98206	Cheryl Schneider	(425) 949-0230
FIOS	Zayo	22651 83 <sup>rd</sup> Ave. S. Kent, WA 98032	Rusty Perdieu	(706) 889-6967
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Chris Combs	(425) 273-7832
School District Transportation	Lake Washington School District	15212 NE 95th St Redmond, WA 98052	Laura DeGooyer	(425) 936-1133
Transit	King County METRO	MS SVQ-TR-0100 1270 6th Ave S Seattle, WA 98134	Mitch Spencer  Construction.Coord- at-kingcounty.gov	
Water (Northeast)	Woodinville Water District	17238 NE Woodinville Duvall Road,	Christian Hoffman	(425) 487-4142

area of Kirkland)		Woodinville, WA 98072		
Olympic Pipeline	BP		Kenneth Metcalf Joseph Stone	(425) 981-2575 (425) 981-2506

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

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

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

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

**Other Notifications**

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

Slurry Seal Application Notification: A minimum of 24-hours prior to slurry seal activities the Contractor shall distribute door hangers to all property owners that will be impacted by their work. Door hangers will be provided to the Contractor by the City in advance of the slurry seal operations. The contractor shall fill in all required information prior to hanging the door hanger.

In addition, **on the day** of the slurry seal, the Contractor shall distribute door hangers/notices to all property owners informing them of the slurry seal they received that day.

Restricted Access to Residences: If during the course of the construction it becomes necessary to restrict access to residences, it shall be the Contractor’s responsibility to notify the affected residents not less than twenty-four hours in advance of the restricted access. Residential access restrictions will only be allowed during the hours of **8:00 AM and 5:00 PM Monday through Friday**. Access to businesses shall not be restricted.

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

Postal Delivery: The Contractor is responsible for notifying the USPS Postmaster, UPS and FEDEX a minimum of five (5) working days in advance of closing and opening of streets or performing any activity which may affect the department functions.

Solid Waste: The Contractor shall schedule all slurry seal and sweeping activities around the regular solid waste collection days. The Contractor is responsible for notifying the Waste Management a minimum of five (5) working days in advance of closing and opening of streets.

Kirkland Police, Fire & Public Works Department: The Contractor is responsible for notifying the Kirkland Police, Fire and Public Works Departments at least twenty-four (24) hours in advance of closing and opening of streets or performing any activity which may affect the department functions.

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.

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

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

**1-07.18 Insurance**

(February 17, 2026 APWA GSP)

**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.
- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A “wrap up policy” is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

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

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

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

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

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

**1-07.18(3) Subcontractors**

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

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

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

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

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Contracting Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor or others providing insurance evidence in compliance with these Specifications to waive their right of subrogation prior to a loss. The Contractor hereby waives its own right of subrogation against the Contracting Agency and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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:

- \$2,000,000 Each Occurrence
- \$3,000,000 General Aggregate
- \$3,000,000 Products & Completed Operations Aggregate
- \$2,000,000 Personal & Advertising Injury each offence
- \$2,000,000 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 1, 2016 COK GSP)

#### **1-07.23 Public Convenience and Safety**

Section 1-07.23 is supplemented with the following:

No road or street shall be closed to the public except as permitted in these plans and specifications or with the approval of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting 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 at least 24 hours in advance of scheduled interruptions to access.

(January 1, 2016 COK GSP)

#### **Pedestrian Control and Protection**

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

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

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

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

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

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

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

Section 1-07.23(2) is supplemented with the following:

#### **Posting of “No Parking” Signs Prior to Work**

When necessary to complete the work specified under this contract, the Contractor shall furnish and install, at no expense to the Contracting Agency, temporary “No Parking” signs at least twenty-four (24) hours in advance of start of work. Signs shall be placed at intervals so as to adequately inform and deter the parking of vehicles, this interval shall be no more than 100 feet. The Contractor shall be responsible for coordinating the removal of non-compliant vehicles from the work zone with the Kirkland Police Department.

All temporary “No Parking” signs shall clearly indicate the date(s) of construction and include the words “Tow Away Zone”. If the schedule of work changes, for any reason, the Contractor shall change the dates indicated on the sign. The contractor shall be onsite working on the days indicated on the sign. A range of dates that span multiple project areas will not be acceptable.

### **1-07.24 Rights of Way**

*(April 22, 2025 APWA GSP)*

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 as described below.

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any

private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

(January 1, 2021 COK GSP)

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

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

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

**1-08 PROSECUTION AND PROGRESS**

Add the following new section:

(May 25, 2006 APWA GSP)

**1-08.0 Preliminary Matters**

Add the following new section:

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

*(October 21, 2025 APWA GSP)*

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 review Training or Apprenticeship Plans, when applicable.
5. To discuss FSBE Goals when applicable.
5. To establish normal working hours for the work;
6. To review safety standards and traffic control; and
7. 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.

*(January 1, 2021 COK GSP)*

Add new Section 1-08.0(2).

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

Except in the case of emergency, unless otherwise indicated in the Contract Documents, or unless otherwise approved by the Contracting Agency in advance, the allowable working hours for this Contract Work shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day. A maximum 1-hour lunch break is allowable between 7:00 a.m. and 6:00 p.m. and does not count for purposes of the 8-hour working period. The Contract assumes a 5-day work week, exclusive of weekends and holidays observed by the City of Kirkland and identified in Section 1-08.5 of the Standard Specifications.

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

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

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

The Engineer will consider requests and determine conditions and limitations as the Engineer deems necessary, in conformance with the conditions of support for local permitting described in Section 1-

07.6 of the Standard Specifications and these Special Provisions. These conditions and limitations are additional to any conditions or limitations that may be required by Contracting Agency permits and/or variances. These conditions may include, but are not limited to:

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

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

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

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

### **Arterial Streets**

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

<b>STREET</b>	<b>FROM</b>	<b>TO</b>
Central Way/NE 85th St	Market St	132nd Ave NE
Juanita Dr NE /NE Juanita Dr	NE 143 <sup>rd</sup> St (City Limits)	98th Ave NE
Juanita Woodinville Way	100 <sup>th</sup> Ave NE	NE 145 <sup>th</sup> St (City Limits)
Lake St/Lake Washington Blvd/Northup Wy	Central Way	Northup Way (City Limits)
Kirkland Ave/Kirkland Way	Lake St	NE 85 <sup>th</sup> St
Lakeview Dr /NE 68th St/NE 70th St	Lake Washington Blvd	132nd Ave NE
Market St/98th Ave NE/100th Ave NE	Central Way	NE 145 <sup>th</sup> St (City Limits)
NE 116th St	98th Ave NE	Slater Ave NE
NE 120th St/132nd Ave NE	Slater Ave NE	NE 60th St (City Limits)
NE 124th St	100th Ave NE	East City Limits
NE 128th St	116 <sup>th</sup> Ave NE/116 <sup>th</sup> Way NE	120 <sup>th</sup> Ave NE
Simonds Rd NE	92 <sup>nd</sup> Ave NE (City Limits)	100 <sup>th</sup> Ave NE
Slater Ave NE	NE 116 <sup>th</sup> St	NE 124 <sup>th</sup> St
Totem Lake Blvd	NE 132nd St	124th Ave NE
3 <sup>rd</sup> Street/State Street	Central Way	NE 68 <sup>th</sup> Street/Lakeview Dr.
6 <sup>th</sup> St/6 <sup>th</sup> St S/108 <sup>th</sup> Ave NE	Central Way/NE 85 <sup>th</sup> St	South City Limits
90 <sup>th</sup> Ave NE/NE 131st Way/NE 132nd St	NE 134 <sup>th</sup> St	132nd Ave NE
120 <sup>th</sup> Ave NE/116 <sup>th</sup> Ave NE/116 <sup>th</sup> Way NE	NE 112 <sup>th</sup> St	NE 132 <sup>nd</sup> St
124th Ave NE	NE 85th St	NE 124th St
124th Ave NE	NE 132 <sup>nd</sup> St	NE 145 <sup>th</sup> PI (City Limits)

(January 1, 2016 COK GSP)

**1-08.1 Subcontracting**

Section 1-08.1 is supplemented with the following:

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

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

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

**1-08.1(1) General**

(February 17, 2026 APWA GSP)

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

For purposes of this Section, all Work that is not self-performed by the Contractor will be considered as subcontracting except the following, hereinafter referred to as materials supplying: (1) when purchased directly by the Contractor - sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready-mix concrete, off-site fabricated structural steel, other off-site fabricated items, and any other materials supplied by established and recognized commercial plants; or (2) delivery of these materials to the Work

site in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies hired by those commercial plants; or (3) the presence of a uniformed law enforcement officer and marked law enforcement vehicle.

**1-08.1(7)A Payment Reporting**

*(November 25, 2024 APWA GSP)*

Delete this section and replace it with the following:

**1-08.1(7)A VACANT**

**1-08.1(8)B Clauses Required in Subcontracts of All Tiers**

*(November 25, 2024 APWA GSP)*

Delete item 8 of the second paragraph of Section 1-08.1(8)B.

**1-08.1(9) Submittal of Executed Contracts**

*(April 22, 2025 APWA GSP, Option B)*

Section 1-08.1(9) content and title are deleted and replaced with the following:

**Vacant**

*(January 1, 2016 COK GSP)*

**1-08.3 Progress Schedule**

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

*(February 17, 2026 APWA GSP)*

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

Revise this section to read:

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.

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

When creating the progress schedule, the Contractor shall limit the number of slurry seal streets scheduled for work that day to those that can reasonably be completed within the working hours of that day. Taking into consideration that traffic shall be allowed on the slurred roadways before 5:00 PM, unless otherwise specified by the Engineer. The Contractor shall use his/her experience when creating the progress schedule to ensure streets will not need rescheduling due to the Contractor being unable to complete scheduled streets within the given working day. The City

reserves the right to require that streets be completed in sections over multiple days. The City also reserves the right to require when streets are sealed within the contractor's schedule.

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### **Special Schedule Limitations**

**All Locations** – The slurry seal application on all streets shall be started and completed when the Lake Washington School District is not in school. **The tentative date for the end of school is June 17, 2026 and the recommencement of school on August 31<sup>st</sup>, 2026.**

**All Locations** – Slurry seal and sweeping activities shall not occur on streets where solid waste collection is scheduled **that day or the following day.** See Appendix C – Solid Waste Service Collection Day Figure.

*(February 17, 2026 APWA GSP)*

#### **1-08.4 Prosecution of Work**

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

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

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

When shown in the Plans, the first order of Work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 2-04.3. Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other Work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

#### **1-08.5 Time for Completion**

*(February 17, 2026 APWA GSP, Option A)*

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 all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow

the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract. The following documents must be received by the Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
  - 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 **30 working days**.

(January 1, 2016 COK GSP)

#### **1-08.9 Liquidated Damages**

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

Accordingly, the Contractor agrees:

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

#### **LIQUIDATED DAMAGES FORMULA**

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

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

Where:

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

(August 14, 2013 APWA GSP)

### **1-08.9 Liquidated Damages**

Revise the fourth paragraph to read:

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

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.6 Force Account**

(December 30, 2022 APWA GSP)

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 the Engineer.

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Force account rate sheets for labor and equipment for the Contractor and all subcontractors shall be submitted to the Engineer no later than the Preconstruction Conference.

### **1-09.9 Payments**

(July 8, 2024 APWA GSP, Option A)

Section 1-09.9 is revised to read:

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.

Failure to perform obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

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.

Supplement this section with the following:

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

**1-09.9(1) Retainage**

(June 27, 2011 WSDOT GSP)

Section 1-09.9(1) content and title is deleted and replaced with the following:

**Vacant**

**(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.

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

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all 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 all 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 all such claims or causes of action. It is further mutually agreed by the parties that when 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 all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

### **1-09.13 General**

*(April 26, 2023 COK GSP)*

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total \$1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

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

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

Delete this Section and replace it with the following:

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

### **1-09.13 (4) Venue for Litigation**

*(December 30, 2022 APWA GSP)*

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

**END OF DIVISION 1**

# DIVISION 2 – TEMPORARY FEATURES

## **2-01 Mobilization**

*(February 17, 2026 APWA GSP)*

Delete Section 2-01 and replace it with the following:

### **2-01.1 Description**

This Work consists of operations and preparatory Work necessary to become ready to perform the Work or an item of Work.

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

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

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

### **2-01.5 Payment**

Payment will be by lump sum as “Mobilization”.

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

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

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

*(January 1, 2016 COK GSP)*

### **2-04.3(2) Traffic Control Plans**

The first and second sentences this section are deleted and replaced with the following:

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

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This section is supplemented with the following:

The contractor's traffic control plan shall include a proposal for closing driveways and all other roadway entrances onto the street to be slurry sealed. At a minimum, the contractor shall place a traffic cone(s) in the middle of the end of driveways and entrances when the street is closed. Contractor shall be responsible for implementing the necessary traffic control measures at these locations to prevent non-permitted entry onto the closed roadway. For driveways and entrances wider than one car, multiple cones or other approved devices shall be placed. These devices shall be removed by the contractor when the street has been reopened to traffic.

**END OF DIVISION 2**

# DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS

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## 5-02 SLURRY SEAL

(December 12, 2025 APWA GSP)

Delete Section 5-02 Bituminous Surface Treatment, and replace it with the following:

### 5-02 Slurry Seal

#### 5-02.1 Description

The Work covered by these Specifications include the design, testing, construction and quality control required for the proper application of an emulsified asphalt slurry seal surface treatment. The Contractor shall furnish all materials, transportation, labor, tools, equipment and services necessary for the full and complete installation of Slurry Seal and all incidental items necessary to complete the Work as described in the Plans.

#### 5-02.2 Materials

The Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, water and specified additives properly proportioned, mixed and uniformly spread over a prepared surface. The completed slurry seal shall leave a homogeneous surface that adheres firmly to the prepared pavement surface. The Slurry Seal mixture shall be designed such that the emulsion shall break and set on the aggregates in no more than five (5) minutes and the completed Slurry Seal will be ready for cross traffic in no more than sixty (60) minutes.

Materials for Slurry Seal shall meet the requirements of the following sections:

Polymer Modified Cationic Emulsified Asphalt CQS-1hP	9-02.1(6)B
Aggregates for Slurry Seal	9-03.6
Mineral Filler	9-03.8(5)

Water shall be free of soluble salts and shall be of such quality that the asphalt shall not separate from the emulsion before the slurry seal is in place in the Work. If the proposed source of water is non-potable, a representative sample shall be taken and used for designing the slurry seal mixture.

With the approval of the Engineer, additives may be used to accelerate, or retard, the set of the mixture. If additives are proposed for use, product information and proposed dosage shall be submitted to the Engineer for evaluation and approval prior to incorporation into the mix design.

#### 5-02.3 Construction Requirements

##### 5-02.3(1) Mix Design

##### 5-02.3(1)A General

The Contractor shall submit to the Engineer for approval a complete mix design prepared and certified by the Contractor's laboratory. The proposed mix design shall be developed within the following limits for the constituent materials:

Component	Limits
Residual Asphalt	7.5-13.5 percent by dry weight of aggregates.
Mineral Filler	0.0-3.0 percent by dry weight of aggregates.
Additives	As approved by the Engineer.
Water	As required.

The mix design must be developed by a qualified laboratory listed by the International Slurry Seal Association (ISSA). A previous mix design with accompanying lab reports covering the exact materials proposed for use may be submitted, provided they were produced within one year of the Notice to Proceed.

The mix design shall be developed with aggregates of the same source and gradation that the Contractor shall provide on the project. Compatibility of the aggregate, emulsion, mineral filler, and other additives shall be verified by the mix design.

Once the mix design is approved by the Engineer it will become the Job Mix Formula (JMF) and no modifications will be permitted without the written approval of the Engineer. There shall be only one (1) JMF used for the Work at any time.

Modifications to the JMF may be proposed by the Contractor in writing and shall be accompanied by the results of testing by the laboratory that developed the mix design being used as the JMF. If the modifications are approved by the Engineer, the modified mix design will become the JMF.

The cost of developing or modifying the mix design shall be incidental to the project.

**5-02.3(1)B Laboratory Requirements and Report**

Sources of all materials shall be selected prior to the commencement of the Work allowing sufficient time to have all materials tested and a mix design developed by a laboratory qualified as described in 5-02.3(1)A. All items outlined and referenced in this Specification shall be suitable for use in the slurry mixture. The laboratory shall determine the theoretical asphalt content and whether a mineral filler or additive is needed, and if so, to what proportions.

The laboratory shall submit a complete laboratory analysis and test report accompanied by slurry test samples via the Contractor prior to the commencement of Work. Such analyses and report shall be the original signed certificates and documents for all necessary items concerning the mix design and the specified materials. All pre-construction sampling and testing shall be at the expense of the Contractor. Any additional tests deemed necessary during actual construction shall be paid for by the Contracting Agency, unless the materials are found out of compliance with these Specifications, in which case the Contractor shall bear all costs for testing of non-compliant and replacement materials.

The laboratory report will show the results of tests performed on the individual materials, comparing their values to those required by these Specifications. The report will also provide the results from the following test methods on the slurry seal mixture.

Test	Test Method	Specification
Mix Time @ 77° F	ISSA TB 113 <sup>1</sup>	Controllable to 150 Sec. Min.
Wet Cohesion @30 Minutes Min. (Set) @60 Minutes Min. (Traffic)	ISSA TB 139	12 kg-cm Min. 20 kg-cm or Near Spin Min.
Wet Stripping	ISSA TB 114	Pass (90% Min.)
Wet-Track Abrasion Loss One-Hour Soak	ISSA TB 100	60 g/ft <sup>2</sup> Max.
Excess Asphalt by LWT Sand Adhesion	ISSA TB 109	50 g/ft <sup>2</sup> Max.

<sup>1</sup>Provide a characteristic curve that encompasses the anticipated minimum and maximum ambient temperatures to be encountered during the Work.

The laboratory shall also provide a bulking curve for the aggregate using the methodology of AASHTO T19 to determine the bulk density of the aggregate at varying moisture contents.

The mix design report shall include the following items:

1. Name and contact information for the laboratory.

2. Aggregate source, gradation, sand equivalent value and bulking curve.
3. Binder grade, source of supply and analysis report.
4. Results of laboratory testing.
5. Proposed JMF.

### **5-02.3(2) Equipment**

#### **5-02.3(2)A General**

All equipment, machinery, apparatus and tools specified, and incidental, to the performance of this Work shall be provided by the Contractor and maintained in satisfactory working order at all times. The specific equipment to be used for proportioning, mixing, and applying the slurry seal, along with appropriate descriptive information on calibration, and related devices, shall be available for inspection not less than two (2) days before the Work starts. The Engineer reserves the right to disqualify equipment because of its age, capacity, capability, mechanical condition or other factors which could cause substandard performance and/or excessive delays or unreasonable inconvenience to the public. The Contractor shall have daily access to back-up equipment and parts in the event of failure or breakdown.

#### **5-02.3(2)B Slurry Mixing Equipment**

Slurry seal mixing equipment shall be a continuous flow mixing unit and have suitable means of accurately metering each individual material being fed into the mixing chamber. All feeding mechanisms must be continuous feed. Proportioning according to the JMF must remain constant at all times. The equipment shall have sufficient storage capacity for all components to maintain an adequate supply of materials to the proportioning controls.

The equipment shall be equipped with approved metering devices so that the unit can be properly calibrated, and the quantities of material used during any one period can be readily determined. In the event these metering devices stop working, the slurry unit(s) shall be stopped until they are repaired. The emulsion storage tank of the mixing unit shall be equipped with a convenient device, calibrated in a maximum of ten (10) gallon increments, to measure the quantity of emulsion used with each mixer load of slurry. The aggregate gate shall be equipped with a convenient device calibrated in inches to determine the gate setting of the aggregate feed.

Devices used for metering and blending additive(s) are subject to approval by the Engineer.

Slurry seal mixing equipment shall be capable of mixing all materials at pre-set proportions regardless of speed of placement. The mixing unit shall thoroughly blend all materials to form a homogeneous mass before discharge from the mixer.

#### **5-02.3(2)C Slurry Spreading Equipment**

The slurry mixture shall be agitated and spread uniformly within the surfacing box by means of twin-shafted paddles or auger system. The slurry spreader shall be equipped to prevent loss of slurry mixture from all sides and with a rear discharge gate equipped with a single flexible strike off. The addition of extra tail rubbers or the addition of extra weight to be spreader box will not be permitted. It shall be capable of producing a uniform surface spread across its full width including crown adjustments. It shall have suitable means for side tracking to compensate for deviation in pavement geometry. The unit shall have a water pressure system, and fog type spray bar adequate for complete fogging of the surface preceding the spreading apparatus.

The spreader shall be kept reasonably clean of build-up of asphalt and aggregate and shall be maintained during use to prevent loss of slurry mixture.

Any type of drag shall be subject to approval by the Engineer and kept in a completely flexible condition at all times.

#### **5-02.3(2)D Auxiliary Equipment**

Suitable crack and surface cleaning equipment, traffic control equipment, hand tools and any safety and support equipment shall be provided as necessary by the Contractor to perform the Work. All surface

preparations including crack sealing and final sweeping prior to application shall be performed by the Contractor.

### **5-02.3(3) Machine Calibration and Verification**

#### **5-02.3(3)A Calibration**

Each slurry mixing unit in performance of the Work shall be calibrated with the approved source material in the presence of the Engineer prior to starting the project. Previous calibration may be submitted in lieu of calibration in the Engineer's presence, provided the calibrations occurred within the previous sixty (60) days and used the exact materials proposed for the Work. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering device(s). Acceptance of previous calibration documentation will be at the sole discretion of the Engineer.

The replacement or repair of any component on the machine that affects material proportioning shall require that the machine be recalibrated.

No machine will be allowed to work on the project until the calibration has been completed and accepted by the Engineer.

#### **5-02.3(3)B Verification**

A Slurry Seal Test Strip shall be placed after calibration and prior to starting the project. The location for the Test Strip shall be a portion of the Work designated by the Engineer and shall be no less than 500 feet in length. The Test Strip shall be representative of the work to be performed and shall comply with these specifications in all respects.

The Contractor and the Engineer shall compute the spread application rate to assure the minimum pounds per square yard have been applied. The Work shall not proceed until the Test Strip is evaluated and accepted by the Engineer.

All work on the project shall be at least equal in quality and appearance to the accepted Test Strip.

### **5-02.3(4) Weather Limitations**

Slurry seal shall not be applied when the day's forecasted weather indicates a high temperature of less than sixty-five (65) degrees F, a humidity greater than seventy (70) percent or a chance of rain greater than ten (10) percent.

Slurry seal shall not be applied if either the pavement or air temperature is below fifty-five (55) degrees F. Slurry seal shall not be applied in the rain. Slurry damaged by rain within the first twenty-four (24) hours after application shall be replaced by the Contractor to the satisfaction of the Engineer at no additional cost. The Contractor shall clean the street of all remaining slurry mix materials prior to re-application.

### **5-02.3(5) Construction**

#### **5-02.3(5)A Surface Preparation**

Prior to applying the slurry seal to each street, the Contractor shall remove all plastic markings, painted markings and pavement markers. All existing painted or plastic pavement markings shall be removed by grinding.

Seal cracks and joints in the pavement in accordance with Section 5-03 for BST.

Immediately prior to applying the slurry seal, the surface shall be cleared of all loose material, oil spots, vegetation, and other objectionable material and will be subject to the approval of the Engineer prior to application. Sweeping shall be performed by the Contractor using a self-contained power sweeper with water.

Immediately before commencing the slurry seal operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive

and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill in the joint between the frame and cover of the Structure. Covers are to be uncovered and cleaned of slurry material by the end of the same workday.

Prior to start of the slurry seal application, the Contractor shall install inlet protection (catch basin inserts) in all catch basins and other storm drainage inlets within the area of the Work. The catch basin inserts shall be left in place until the final sweeping is completed.

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### **Shoulder & Street Preparation**

The Contractor shall:

1. Complete the shoulder preparation ahead of slurry seal operations
2. Apply chemical herbicide to all vegetative material within the crack seal and slurry seal limits.
3. Remove and dispose of all vegetative material within the crack seal and slurry seal limits.

Contractor shall take care to prevent damage to landscaping plants or other vegetation on private property in close proximity to the roadway. The Contractor is responsible for all costs associated with the protection of this private landscaping. The Contractor shall assume responsibility for all repair/replacement costs for landscaping damaged by activities associated with the work.

### **5-02.3(5)B Application**

All workers shall have sufficient skill and experience to properly perform the Work assigned to them. Workers engaged in special or skilled works shall have sufficient experience in such work and in the operation of the equipment to perform all work properly and in compliance with this specification.

The surface shall be pre-wetted by fogging with water ahead of the slurry spreader when required by field conditions. Fogging spray shall be applied uniformly across the entire surface width to achieve a damp surface with no apparent flowing water gathering in front of the spreader. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement surface.

The slurry mixture shall be of the desired consistency upon leaving the mixer and no additional materials or water shall be added. Total time of mixing should not exceed four (4) minutes. A sufficient amount of slurry mixture shall be carried in all parts of the spreader at all times to ensure that complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate will be permitted. No segregation of the emulsion and aggregate will be permitted. Progress and spreading of mixture shall be maintained to not allow the "breaking" of emulsion in the spreader box. No streaks, such as those caused by oversized aggregate, or washboards, will be left in the finished surface. If defects are observed during placement, the Work will be stopped until the Contractor demonstrates to the Engineer's satisfaction that the defective work has been corrected.

The Contractor shall be responsible for the removal of all excess slurry mixture spread, spilled, spattered, or tracked beyond street limits, on driveways, sidewalks, curbs, and other related items. Spillage and deficiencies shall be corrected immediately. Ridges or bumps in the finished surface will not be permitted and shall be corrected immediately by the Contractor.

The mixture shall be uniform and homogeneous after spreading on the surface and shall not show separation of the emulsion and aggregate after setting. Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of the vehicles or leave tire marks in the surface of the slurry. The Contractor shall repair all tire marks.

#### **5-02.3(5)C Rate of Application**

The slurry mixture shall be of proper consistency at all times to provide a homogeneous mat that will provide the amount of mixture required by the surface condition. The actual application rate shall be determined by the Engineer and dependent upon street surface condition necessary to provide a depth of Slurry Seal sufficient to address surface conditions. The expected application rate shall be between fourteen (14) and eighteen (18) pounds per square yard based upon the dry weight of the aggregate in the mixture.

In no case shall the application rate be less than fourteen (14) pounds per square yard.

The Engineer may utilize the calibrated recorders and measuring facilities of the slurry seal mixing unit(s) to determine application rates, asphalt emulsion content, mineral filler and additives(s) content for an individual load.

#### **5-02.3(5)D Joints**

No excess buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints.

The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Whenever possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only as necessary. If half passes are used, they shall not be the last pass of any paved area. A maximum of three (3) inches will be allowed for overlap of longitudinal lane line joints.

Sufficient building paper, or other similar materials, shall be maintained by the Contractor for use at project limits to provide a clean, neat edge. Joints between asphalt pavement and concrete curb shall be completely and neatly sealed without excessive slipover onto the concrete, and unsightly and objectionable, excess shall be immediately removed. The flow line at the curb shall be maintained to allow storm drainage flow without ponding.

#### **5-02.3(5)E Mix Stability**

The slurry mixture shall possess sufficient stability so that premature breaking of the slurry seal in the spreader box does not occur. The mixture shall be homogeneous during the following mixing and spreading, it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Spraying of additional water into the spreader box will not be permitted.

#### **5-02.3(5)F Hand Work**

Areas which cannot be reached with the slurry seal machine shall be surfaced using hand squeegees to provide complete and uniform slurry seal coverage. The area to be hand worked shall be lightly dampened prior to mix placement and the slurry worked immediately. Care shall be exercised to leave no unsightly appearance from handwork.

The same type of finish as applied by the spreader box shall be required. Hand work shall be completed during the machine applying process. Sufficient personnel shall be available to complete all handwork during the same time as machine work to minimize the need for follow-up patchwork. Care shall be exercised to ensure a proper application rate to hand worked areas.

#### **5-02.3(5)G Lines**

Care shall be taken to insure straight lines along curbs, driveways, shoulders, and other appurtenances. There shall be no runoff on these areas. Excess runoff will not be considered for payment. Lines at intersections shall be kept straight to provide a good appearance.

#### **5-02.3(5)H Clean-up**

All areas, such as manholes, concrete gutters and intersections, shall have the slurry seal removed by the Contractor to the satisfaction of the Engineer. The Contractor shall remove any debris associated with

the performance of the Work daily. The Contractor shall be responsible for immediate cleanup of any spills associated with the Contractor's operations.

Damage caused by the Contractor's operations shall be repaired or replaced in kind by the Contractor and must meet the approval of the Engineer. Excess aggregate shall be removed after Work is completed at each staging area.

Areas that have been sanded shall be swept clean within twelve (12) hours after traffic control is removed. Catch basin inserts shall be removed after the final street sweeping has been completed.

#### **5-02.3(5)I Curing**

The applied Slurry Seal shall be cured for such time that the street may be opened to traffic after application without tracking or damage to the surface. The minimum time for curing the applied Slurry Seal shall be four (4) hours. If conditions permit, the Engineer may allow a shorter period of curing upon written request by the Contractor.

The Contractor shall protect the area for the full curing period.

The Contractor shall repair all damage to the Slurry Seal to the satisfaction of the Engineer at no additional cost to the Agency.

#### **5-02.3(6) Quality Assurance**

##### **5-02.3(6)A Materials**

The Contractor shall permit the Engineer to take samples of the aggregate and asphalt emulsion used in the project as required in Section 5-02.3(6)B.

To account for aggregate bulking, it is the responsibility of the Contractor to check stockpile moisture content and to set the machine as required. Moisture content shall be checked at least daily, or more frequently, as necessary, to maintain the quality and consistency of the Slurry Seal. The results of moisture content testing shall be reported to the Engineer as soon as they become available after testing.

##### **5-02.3(6)B Quality Assurance Sampling and Testing**

Aggregates for slurry sealing will be sampled by the Engineer in accordance with AASHTO R90 once for every 300 tons delivered. Samples will be tested for gradation in accordance with AASHTO T27. A minimum of two samples will be taken and tested regardless of the total tonnage of aggregate delivered. If testing shows the aggregates to be out of tolerance as noted in Section 9-03.6, the Contractor shall have the option of blending in additional material to bring the stockpile into compliance with the aggregate gradation approved in the JMF or replacing the material with new. Changes in aggregate source for either blending or replacement shall require a new approved JMF.

The CQS-1hP asphalt emulsion will be sampled by the Engineer upon the first load delivered and then for every other load delivered thereafter. Each sample will be tested for the properties described in Section 9-02.1(6)B. Each sample will represent a lot of asphalt emulsion defined as all emulsion delivered since the previous sample was drawn.

The rate of application may be calculated utilizing information noted in Section 5-02.3(5)C at any time as deemed by the Engineer as conditions warrant. At a minimum the rate of application will be calculated by the Contractor and submitted to the Engineer at least twice per shift, or once per partial shift.

##### **5-02.3(6)C Tolerances**

Tolerances for individual materials as well as the slurry seal mixture are as follows:

1. The percentage of aggregate passing each sieve shall be within the stockpile tolerance range as stated in Section 9-03.6.
2. The percentage of aggregate passing shall not go from the high end to the low end of the specified range of any two successive sieves.

3. CQS-1hP asphalt emulsion shall be within the parameters shown in Section 9-02.1(6)B.
3. The rate of application once determined by the Engineer shall not vary more than plus or minus two (2) pounds per square yard, while remaining within the limits provided in Section 5-02.3(5)C.

#### **5-02.3(6)D Non-Compliance**

If any two (2) successive tests of the stockpile material fail to fall within the tolerances specified in Section 5-02.3(6)C, the Work will be stopped. It shall be the responsibility of the Contractor, at its own expense, to demonstrate to the Engineer's satisfaction that the aggregate conditions have been corrected before the Work may be resumed.

If the properties of the CQS-1hP asphalt emulsion fall outside the limits described in Section 5-02.3(6)C, the in-place Slurry Seal represented by the non-compliant lot of emulsion will be rejected.

If the rate of application of the Slurry Seal deviates from the limits provided in Section 5-02.3(6)C, the Work will be stopped and not re-started until the Contractor has made corrections and received permission from the Engineer.

If the Slurry Seal mix from any machine fails to meet the requirements of this Specification in any way, the use of that machine shall be suspended. It will be the responsibility of the Contractor, at the Contractor's own expense, to demonstrate to the Engineer's satisfaction that the machine has been repaired, calibrated, and that the machine is working properly before returning that machine to service.

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#### **5-02.3(6)E Street Sweeping**

The Contractor shall use self-propelled pickup street sweepers to clean the streets before and after the slurry seal is applied to prepare the streets for slurry seal and prevent the transport of sediment off the project site. The Contractor shall utilize the brooms on the sweepers to pick up the loose material that sheds after the slurry seal application is complete. The streets shall be swept at the following times:

1. Immediately prior to the slurry seal application.
2. Seven to 10 days after slurry seal application.
3. Three weeks after slurry seal application.
4. Three months after slurry seal application.

The contractor shall schedule all post-slurry seal sweeps around regularly scheduled day for solid waste service. Street sweepers shall be designed and operated to meet air quality standards.

#### **5-02.4 Measurement**

Measurement for "Slurry Seal, Type 2" will be by the square yard for the surface applied.

No Measurement will be made for "Surface Preparation" and will be considered incidental to "Slurry Seal, Type 2".

"Shoulder & Street Preparation" will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

No unit of measurement shall apply to the lump sum price for "Street Sweeping".

#### **5-02.4 Payment**

Payment for the work described in Section 5-02 will be by the bid item price.

“Slurry Seal, Type 2”, per square yard.

Payment shall include all costs for the work required to furnish and place all materials, and for furnishing all equipment, labor and incidentals necessary to complete the work as specified.

“Shoulder & Street Preparation”, per force account.

“Street Sweeping”, per lump sum.

**END OF DIVISION 5**

# DIVISION 8 – MISCELLANEOUS CONSTRUCTION

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## 8-01.5 Payment

Section 8-01.5 is deleted in its entirety and replaced with the following:

Payment will be made for the following bid item(s):

“Erosion/Water Pollution Control”, by force account as provided in Section 1-09.6.

Installation, maintenance, and removal of erosion and water pollution control devices (**except inlet protection as provided in Section 5-02.3(5)**), including removal and disposal of sediment, stabilization, and rehabilitation of soil disturbed by these activities, and any additional work deemed necessary by the Engineer to control erosion and water pollution will be paid by force account under the item “Erosion/Water Pollution Control”.

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## 8-09 RAISED PAVEMENT MARKERS

### 8-09.1 Description

Section 8-09.1 is supplemented with the following:

This work shall consist of furnishing and installing raised pavement markers (RPMs) at locations designated in the Plans or as directed by the Engineer.

Following placement of the asphalt concrete overlay, the Contractor shall furnish and install BLUE, Type 2B, RPMs perpendicular to each fire hydrant in the interior channelization of the adjacent lane.

### 8-09.5 Payment

Section 8-09.5 is supplemented with the following:

Payment will be made for the following bid item(s):

“Raised Pavement Marker, Type 2B”, per hundred.

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## 8-22 PAVEMENT MARKINGS

### 8-22.1 Description

Section 8-22.1 is supplemented with the following:

This work shall consist of furnishing, installing, and removing pavement markings on roadway and parking lot surfaces in accordance with the Plans, City of Kirkland Pre-Approved Plans, and these Specifications, at locations shown in the Plans or as directed by the Engineer.

Plastic pavement marking materials shall comply with the specifications for Type A, liquid hot applied thermoplastic, unless specified otherwise in Pre-Approved Plans. Paint pavement markings shall be VOC solvent-based paint.

#### **Painted Bicycle Lane Line**

A SOLID WHITE line, 6 inches wide, used to separate vehicular travel lanes from bicycle travel lanes.

A SOLID WHITE line, 4 inches wide, used in bicycle buffer space, at 45-degree angle from the solid white 6-inch wide line, and at 20-foot intervals unless otherwise shown in the Plans or as directed by the Engineer.

**Painted Bicycle Detection Symbol**

A SOLID WHITE marking, conforming to the details in the Contract and CK-R.34A.

**Painted Parking Stall Stripe**

A SOLID WHITE line, 4 inches wide, used to delineate parking stalls in parking areas listed in the contract documents. Parking Stall Stripe will also be used for 4 inch hatching.

**Plastic Speed Hump Markings**

SOLID WHITE lines, 12 inches wide, conforming to the striping identified in the detail for "Speed Hump" or "Slotted Speed Hump", CK-R-67 or CK-R-67B, as directed by Engineer.

**Plastic Stop Line**

A SOLID WHITE line, 18 inches wide, conforming to details in the Contract and CK-R.28.

**Plastic Yield Line Symbol**

SOLID WHITE symbol, 24 inches wide and 36 inches long, conforming to details in the Contract and WSDOT Standard Plan M-24.60-03.

**Plastic Speed Legend Bars/Transverse Bar Pavement Marking Pattern**

A WHITE marking conforming to details in the Contract and City of Kirkland Standard CK-R.38.

**8-22.2 Materials**

Pavement marking materials shall be as specified in Section 9-34 of the Standard Specifications and these Special Provisions.

**8-22.3 Construction Requirements**

**8-22.3(3) *Marking Application***

Two applications of paint will be required when the paint marking is to be applied to a newly paved surface or when the paint marking is not applied over an existing paint marking. The time period between applications shall be per the Standard Specification. Pavement markings shall not be applied to the new pavement surface prior to 14 calendar days following the placement of the slurry seal coating, unless otherwise approved by the Engineer.

**8-22.3(6) *Removal of Pavement Markings***

Section 8-22.3(6) is supplemented with the following:

Existing pavement markings including plastic crosswalks, stop bars and raised pavement markers (RPMs) shall be removed prior to placement of the slurry seal. Pavement markings shall not be removed more than 5 working days prior to application of the Slurry Seal.

Pavement markings shall not be removed by grinding method except when preparing for the slurry seal or when otherwise specifically authorized by the engineer. Damaged pavement shall be repaired/replaced at no cost to the Contracting Agency. Contractor shall use all reasonable means necessary to minimize air and noise pollution. No material associated with pavement marking removal shall be allowed to enter the public storm drainage system.

#### **8-22.4 Measurement**

Revise the first sentence of paragraph 2 of Section 8-22.4 as follows:

“The measurement for “Paint Line” will be based on a marking system capable of simultaneous application of three 4-inch lines or 6-inch lines with two 4-inch spaces.”

Revise the first sentence of paragraph 3 of Section 8-22.4 as follows:

“The measurement for “Plastic Line”, “Embossed Plastic Line”, “Profiled Plastic Line”, “Profiled Embossed Plastic Line”, or “Grooved Plastic Line” will be based on the total length of each 4 inch and 6 inch wide plastic line installed.”

The fourth paragraph of Section 8-22.4 is revised as follows:

“Painted Bicycle Detection Symbol” will be measured per each symbol installed.

“Painted Parking Stall Stripe” by the linear foot

“Plastic Speed Hump Markings” will be measured per each speed hump location where markings are installed.

“Plastic Stop Line” will be measured by the square foot of marking installed.

“Plastic Yield Line Symbol” will be measured per each symbol installed.

“Plastic Transverse Bar Pavement Marking Pattern” will be measured by the square foot of marking installed. Letters in CK-R.38 shall be measured and paid for separately.

The last two paragraphs of Section 8-22.4 are replaced with the following:

No unit of measure shall apply to the lump sum price for removal of pavement markings and markers.

#### **8-22.5 Payment**

Section 8-22.5 is supplemented with the following:

“Bicycle Detection Symbol”, per each.

“Painted Parking Stall Stripe”, per linear foot.

“Plastic Speed Hump Marking”, per each.

“Plastic Stop Line”, per square foot.

“Plastic Yield Line Symbol”, per each.

“Plastic Transverse Bar Pavement Marking Pattern”, per square foot.

“Removal of Pavement Markings & Markers”, per lump sum.

## **8-23 TEMPORARY PAVEMENT MARKINGS**

### **8-23.1 Description**

Section 8-23.1 is supplemented with the following:

Temporary Pavement Markings shall only be required for crosswalks, speed cushion/hump markings, traffic arrows, center lines, lane lines and stop bars at signalized intersections.

### **8-23.4 Measurement**

Section 8-23.4 is revised to read:

Temporary center lines, edge lines, lane lines, other longitudinal pavement markings, stop line, crosswalk line, temporary traffic arrow, speed cushion/hump symbol, and all other miscellaneous pavement markings placed shall not be measured individually and will be paid for as "Temporary Pavement Markings".

Short duration and long duration temporary pavement markings will be measured for the initial installation only. No separate measurement of temporary pavement marking removal will be made.

### **8-23.5 Payment**

Section 8-23.5 is supplemented with the following:

Payment will be made for each of the following Bid items that are included in the Proposal:

"Temporary Pavement Markings", per lump sum. The unit contract price per linear foot for "Temporary Pavement Markings" shall also include full payment for costs associated with removing temporary markings.

**END OF DIVISION 8**

## DIVISION 9 – MATERIALS

### 9-03.6 Aggregates for Slurry Seal

(December 12, 2025 APWA GSP)

Delete this Section and replace it with the following:

#### 9-03.6(1) General Requirements

Aggregates for Slurry Seal shall be free of debris and organic matter and shall be 100 percent crushed material manufactured from ledge rock, talus, or gravel which meets the following test requirements:

Los Angeles Wear <sup>1</sup> , 500 Rev.	AASHTO T96, Gradation D	30 pct. max.
Sand Equivalent	AASHTO T176	60 min.
Soundness	AASHTO T104, Sodium Sulfate	15 pct. max.
Plasticity	AASHTO T90	Non-Plastic
Durability Index	ASTM D3744, Procedure B	55 min.
Uncompacted Void Content	AASHTO T304, Method B	45 min.

<sup>1</sup>Test performed on parent aggregate.

#### 9-03.6(2) Gradation

When tested in accordance with AASHTO T27 and AASHTO T11, the aggregate shall meet the following gradation requirements prior to the addition of any mineral fillers:

Sieve	Percent Passing	Stock Pile Tolerance
3/8 in.	100	0
No. 4	90-100	±5%
No. 8	65-90	±5%
No. 16	45-70	±5%
No. 30	30-50	±5%
No. 50	18-30	±4%
No. 100	10-21	±3%
No. 200	5-15	±2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

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### 9-21 RAISED PAVEMENT MARKERS (RPM)

#### 9-21.2 Raised Pavement Markers Type 2

Section 9-21.2 is supplemented with the following:

White Type 2 RPM installed at crosswalk locations shall have reflective faces on opposite sides of the RPM. The RPM shall be installed such that the reflective faces face oncoming traffic and away from oncoming traffic.

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### 9-34 PAVEMENT MARKING MATERIAL

#### 9-34.2 Paint

Section 9-34.2 is deleted in its entirety and replaced with the following:

Paint shall comply with the specifications for low VOC solvent based paint.

**9-34.3(2) Type B – Pre-Formed Fused Thermoplastic**

Section 9-34.3 is supplemented with the following:

All preformed thermoplastic shall have a minimum skid resistance of 60 BPN. The skid resistance will be determined using ASTM Test Method D4505.

**END OF DIVISION 9**

# PREVAILING WAGES



**City of Kirkland**

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## PREVAILING WAGE RATES

Prevailing wage rates can be found at:  
[www.lni.wa.gov/tradeslicensing/prevwage/wagerates](http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates)

Use Bid Opening (June 3, 2026) rates

King County

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

City Hall Annex  
310 1<sup>st</sup> Street  
Kirkland, WA 98033

The City of Kirkland will mail a hard copy of the applicable wage rates upon request.  
Send your request to the Project Engineer, or [kweil@kirklandwa.gov](mailto:kweil@kirklandwa.gov).

# APPENDIX A: PLANS



**City of Kirkland**

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# CITY OF KIRKLAND

## 2026 SLURRY SEAL PROJECT

JOB NO. 19-26-PW



MAY 7, 2026

STC0060026 / STC0060326

### CITY OFFICIALS

KELLI CURTIS	MAYOR
NEAL BLACK	DEPUTY MAYOR
JAY ARNOLD	COUNCIL MEMBER
JOHN TYMCZYSZYN	COUNCIL MEMBER
SHILPA PREM	COUNCIL MEMBER
AMY FALCONE	COUNCIL MEMBER
JON PASCAL	COUNCIL MEMBER
KURT TRIPLETT	CITY MANAGER
JULIE UNDERWOOD	PUBLIC WORKS DIRECTOR
ROB ENGLISH	CAPITAL PROJECT MANAGER

### CONTACT PERSONNEL

NAME	AGENCY	PHONE
WILL DENTON, PE	COK PROJECT ENGINEER	425.587.3872
EVAN HEIMBUCH	COK FIELD REPRESENTATIVE	425.410.4606
STEVE HOOPES	COK FIELD REPRESENTATIVE	425.623.5086
RIK MAYER	COK FIELD REPRESENTATIVE	206.496.4265
ROD SMITH	COK FIELD REPRESENTATIVE	206.755.6224
KIARA SKYE	PUGET SOUND ENERGY (GAS/ELECTRIC)	425.480.2925
JAMES MARTIN	COMCAST CABLE	253.508.9127
CHERYL SCHNEIDER	ZIPLY	425.949.0230
KAYVAN FASSNACHT	CENTURYLINK/LUMEN	425.213.9378
RUSTY PERDIEU	ZAYO	706.889.6967
JAMIE LAMB	NORTHSHORE UTILITY DISTRICT	425.521.3722
TRENT VANHULLE	NORTHSHORE UTILITY DISTRICT	206.423.5187
CHRISTIAN HOFFMAN	WOODINVILLE WATER DISTRICT	425.487.4142
MICHELLE ALLISON	KING COUNTY METRO	206.684.2732
LAURA DEGOOYER	LAKE WASH. SCHOOL DISTRICT	425.936.1133
EMERGENCY	NORCOM	911
POLICE MAIN LINE	COK	425.587.3400
FIRE MAIN LINE	COK	425.864.3650
SPILL RESPONSE HOTLINE	COK	425.587.3900
ONE CALL UTILITY LOCATE		800.424.5555
NUD 24/7 EMERGENCY	NUD DUTY PHONE	425.471.3027

KIRKLAND



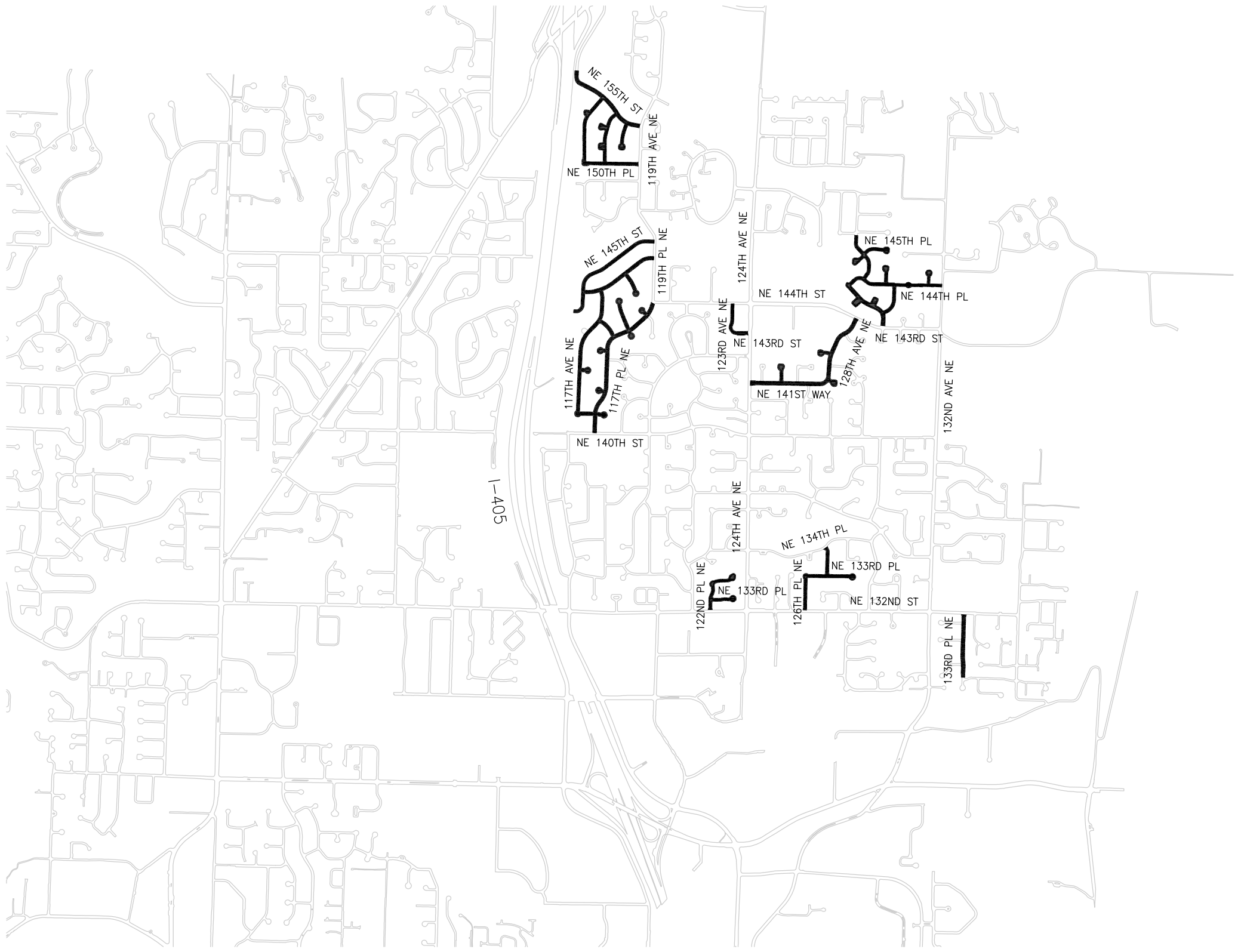
**CM DESIGN GROUP**

1221 East Pike Street, Suite 201  
Seattle, WA 98122  
206-659-0612

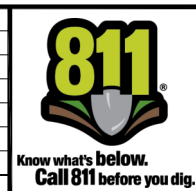
### INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3-4	SUMMARY OF QUANTITIES

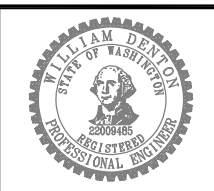
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5/7/26	0		
DATE	NO.	REVISION	BY



UPI NO.:	FED. AID PROJ. NO.:
SURVEY NO.:	FIELD BOOK(S):
HORZ. DATUM:	VERT. DATUM:
DESIGNED BY: WD	DRAWN BY: FGC



APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

CITY OF KIRKLAND  
 DEPARTMENT OF PUBLIC WORKS  
 123 FIFTH AVENUE KIRKLAND, WA 98033  
 (425) 587-3800 www.kirklandwa.gov

FUNDING NO. \_\_\_\_\_

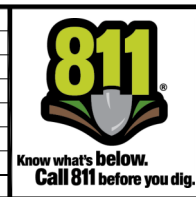
**2026 SLURRY SEAL PROJECT**  
**VICINITY MAP**

REFERENCE SHEET NO.	MAP
SHEET	2
OF	4
SHEETS	

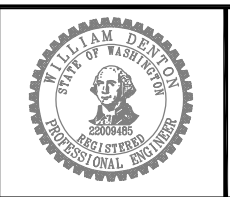
May 7, 2026 - 10:19 AM - EMILY - Z:\2025 PROJECTS\25012 - KIRKLAND 2026 OVERLAYS\SLURRY SEAL\25012\_P-SLURRY SEAL.DWG - Layout Name: SOQ

NEIGHBORHOOD	STREET NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SF)	AREA (SY)	PAINT LINE - 4" DOUBLE YELLOW (LF)	PAINT LINE - 6" WHITE (LF)	THERMOPLASTIC CROSSWALK LINE (SF)	THERMOPLASTIC STOP BAR (LF)	RPMS TY.2 (EA)	RPMS TY.2B (EA)	THERMOPLASTIC SPEED HUMP MARKINGS (EA)
KINGSGATE	NE 141ST WAY/128TH AVE NE	124TH AVE NE	NE 141ST CT	1,198	38	45,524	5,058			220	23		2	
KINGSGATE	128TH AVE NE	NE 141ST CT	NE 143RD ST	1,077	26	28,002	3,111				15		2	
KINGSGATE	125TH AVE NE	NE 141ST WAY	END (NORTH)	264	26	6,864	763							
KINGSGATE	NE 142ND CT	128TH AVE NE	END (WEST)	225	26	5,850	650							
KINGSGATE	NE 141ST CT	128TH AVE NE	END (EAST)	130	32	4,160	462							
KINGSGATE	133RD PL NE	NE 132ND ST	NE 129TH ST	1,002	36	36,072	4,008				14		2	
KINGSGATE	122ND PL NE	NE 132ND ST	END (EAST)	792	28	22,176	2,464			160	14		3	
KINGSGATE	NE 133RD PL	122ND PL NE	END (EAST)	370	26	9,620	1,069							
KINGSGATE	126TH PL NE	NE 132ND ST	NE 133RD PL	845	28	23,660	2,629			120	13		1	
KINGSGATE	NE 133RD PL	126TH PL NE	170' EAST	485	28	13,580	1,509						1	
KINGSGATE	127TH PL NE	NE 133RD ST	NE 135TH ST	417	28	11,676	1,297				13		1	
KINGSGATE	123RD AVE NE	NE 143RD ST	NE 144TH ST	415	28	11,620	1,291				15		1	
KINGSGATE	NE 143RD ST	123RD AVE NE	124TH AVE NE	290	26	7,540	838			180	22			
KINGSGATE	NE 144TH PL	NE 144TH WAY	END (EAST)	919	28	25,732	2,859						1	
KINGSGATE	130TH AVE NE	NE 144TH WAY	NE 144TH PL	506	28	14,168	1,574						1	
KINGSGATE	129TH PL NE	NE 144TH PL	END (NORTH)	264	28	7,392	821							
KINGSGATE	129TH AVE NE	NE 144TH PL	CITY LIMIT	663	28	18,564	2,063						1	
KINGSGATE	NE 145TH PL	END (WEST)	129TH AVE NE	212	26	5,512	612							
KINGSGATE	NE 145TH PL	129TH AVE NE	END (EAST)	412	28	11,536	1,282						1	
KINGSGATE	NE 144TH WAY	NE 144TH PL	130TH AVE NE	600	26	15,600	1,733						1	
KINGSGATE	NE 144TH PL	132ND AVE NE	END (WEST)	540	18	9,720	1,080						1	
KINGSGATE	131ST PL NE	NE 144TH PL NE	END (NORTH)	190	20	3,800	422						1	
KINGSGATE	NE 153RD ST/NE 155TH ST/116TH AVE NE	119TH AVE NE	CITY LIMIT (NORTH)	1,410	36	50,760	5,640	340			17	20	3	2
KINGSGATE	NE 116TH PL	NE 155TH ST	NE 150TH PL	1,092	32	34,944	3,883						2	
KINGSGATE	NE 150TH PL	116TH PL NE	119TH AVE NE	827	25	20,675	2,297				13		1	
KINGSGATE	117TH PL NE	NE 155TH ST	NE 150TH PL	792	24	19,008	2,112						2	
KINGSGATE	118TH AVE NE	NE 153RD ST	END (SOUTH)	407	26	10,582	1,176						1	

5/7/26	0		
DATE	NO.	REVISION	BY



UPI NO.:	FED. AID PROJ. NO.:
SURVEY NO.:	FIELD BOOK(S):
HORZ. DATUM:	VERT. DATUM:
DESIGNED BY: WD	DRAWN BY: FGC



APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

CITY OF KIRKLAND  
DEPARTMENT OF PUBLIC WORKS  
123 FIFTH AVENUE KIRKLAND, WA 98033  
(425) 587-3800 www.kirklandwa.gov

FUNDING NO. \_\_\_\_\_

## 2026 SLURRY SEAL PROJECT

### SUMMARY OF QUANTITIES

REFERENCE SHEET NO. SOQ  
SHEET 3 OF 4 SHEETS

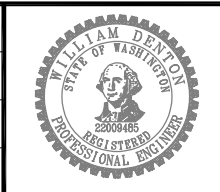
May 7, 2026 - 10:19 AM - EMILY - Z:\2025 PROJECTS\25012 - KIRKLAND 2026 OVERLAYS\SLURRY SEAL\25012\_P-SLURRY SEAL.DWG - Layout Name: SOQ (2)

NEIGHBORHOOD	STREET NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SF)	AREA (SY)	PAINT LINE - 4" DOUBLE YELLOW (LF)	PAINT LINE - 6" WHITE (LF)	THERMOPLASTIC CROSSWALK LINE (SF)	THERMOPLASTIC STOP BAR (LF)	RPMS TY.2 (EA)	RPMS TY.2B (EA)	THERMOPLASTIC SPEED HUMP MARKINGS (EA)
KINGSGATE	117TH PL NE	NE 140TH ST	NE 143RD ST	1,521	36	54,756	6,084		2,691	130	22	14	2	
KINGSGATE	NE 143RD ST	117TH PL NE	NE 144TH ST	836	36	30,096	3,344		1,210		16		2	
KINGSGATE	NE 140TH PL	117TH PL NE	END (EAST)	120	26	3,120	347							
KINGSGATE	NE 141ST ST	117TH PL NE	END (WEST)	137	30	4,110	457							
KINGSGATE	NE 142ND ST	117TH PL NE	END (WEST)	137	32	4,384	487							
KINGSGATE	118TH AVE NE	NE 143RD ST	END (EAST)	158	26	4,108	456							
KINGSGATE	118TH AVE NE	NE 143RD ST	END (WEST)	470	26	12,220	1,358						1	
KINGSGATE	NE 143RD ST	NE 143RD ST	END (WEST)	125	26	3,250	361							
KINGSGATE	117TH PL NE	117TH AVE NE	NE 143RD ST	317	28	8,876	986							
KINGSGATE	NE 140TH PL	117TH AVE NE	117TH PL NE	246	32	7,872	875				15			
KINGSGATE	117TH AVE NE	NE 140TH PL	NE 144TH PL	1,971	26	51,246	5,694						4	
KINGSGATE	NE 141ST PL	117TH AVE NE	END (EAST)	158	30	4,740	527							
KINGSGATE	NE 145TH ST	119TH AVE NE	116TH PL NE	1,210	26	31,460	3,496				13		3	
KINGSGATE	116TH PL NE	NE 145TH ST	END (WEST)	597	28	16,716	1,857						1	
KINGSGATE	NE 144TH PL	116TH PL NE	119TH PL NE	1,232	28	34,496	3,833				16		2	
KINGSGATE	118TH AVE NE	NE 144TH PL	END (SOUTH)	375	30	11,250	1,250						1	
			TOTAL	25,954		757,037	84,115	340	3,901	810	241	34	45	2

5/7/26	0		
DATE	NO.	REVISION	BY



UPI NO.:	FED. AID PROJ. NO.:
SURVEY NO.:	FIELD BOOK(S):
HORZ. DATUM:	VERT. DATUM:
DESIGNED BY: WD	DRAWN BY: FGC



APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_



CITY OF KIRKLAND  
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FUNDING NO. \_\_\_\_\_

**2026 SLURRY SEAL PROJECT**  
**SUMMARY OF QUANTITIES**

REFERENCE SHEET NO. SOQ  
SHEET 4 OF 4 SHEETS

# **APPENDIX B: PRE-APPROVED PLANS**

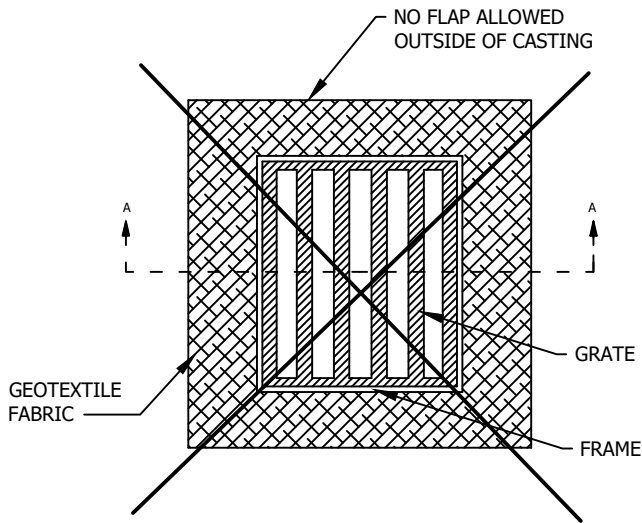


**City of Kirkland**

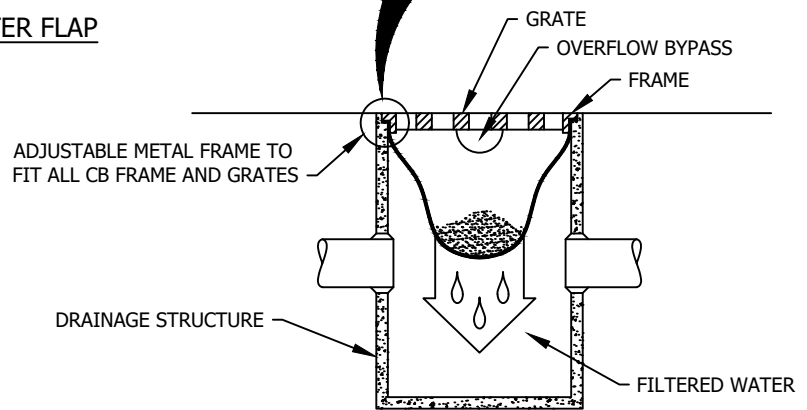
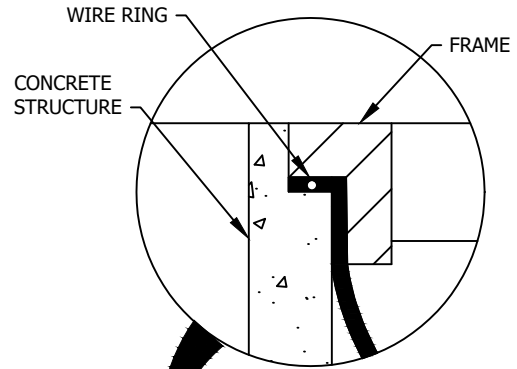
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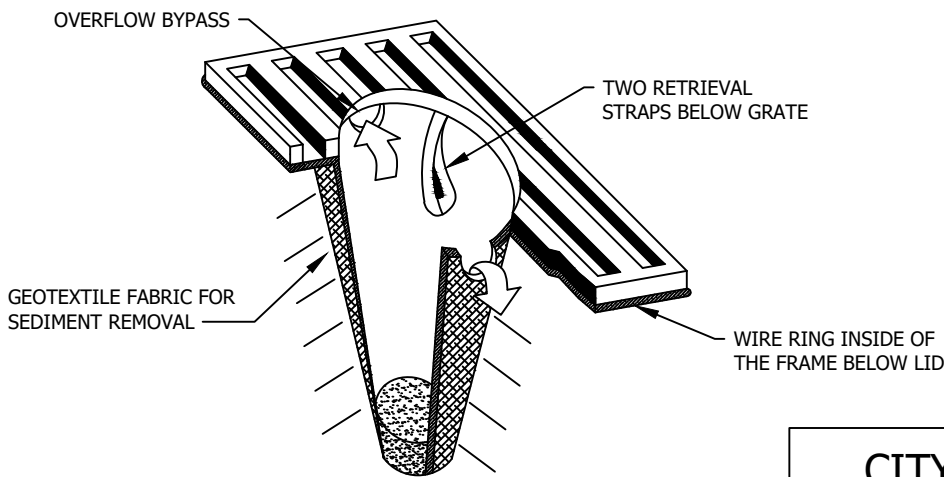
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PROTECTION INSERT WITH OUTER FLAP  
(NOT ALLOWED)



STORM DRAIN PROTECTION  
INSERT SECTION A-A



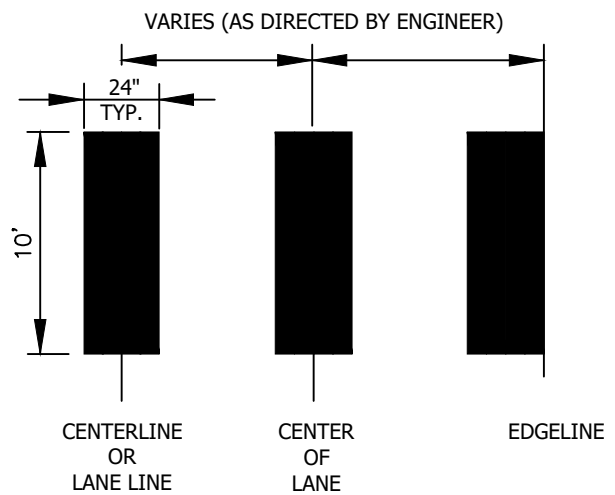
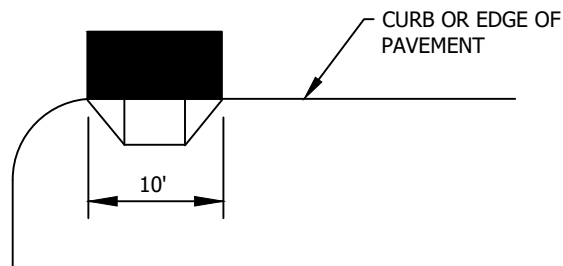
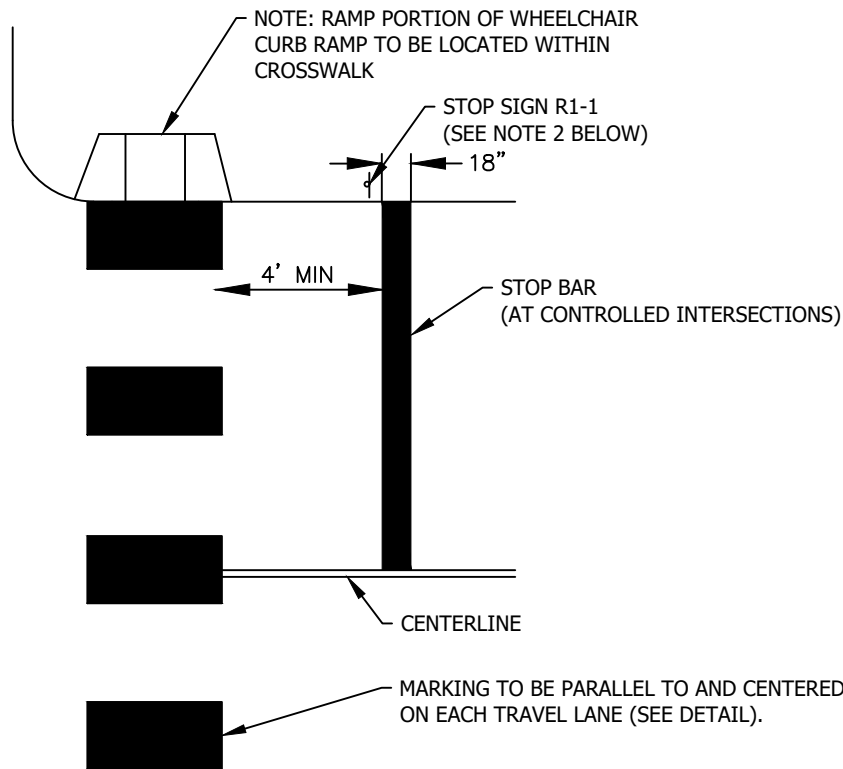
STORM DRAIN PROTECTION INSERT  
ISOMETRIC VIEW (TYP.)

CITY OF KIRKLAND

PLAN NO. CK- E.11




STORM DRAIN  
PROTECTION INSERT

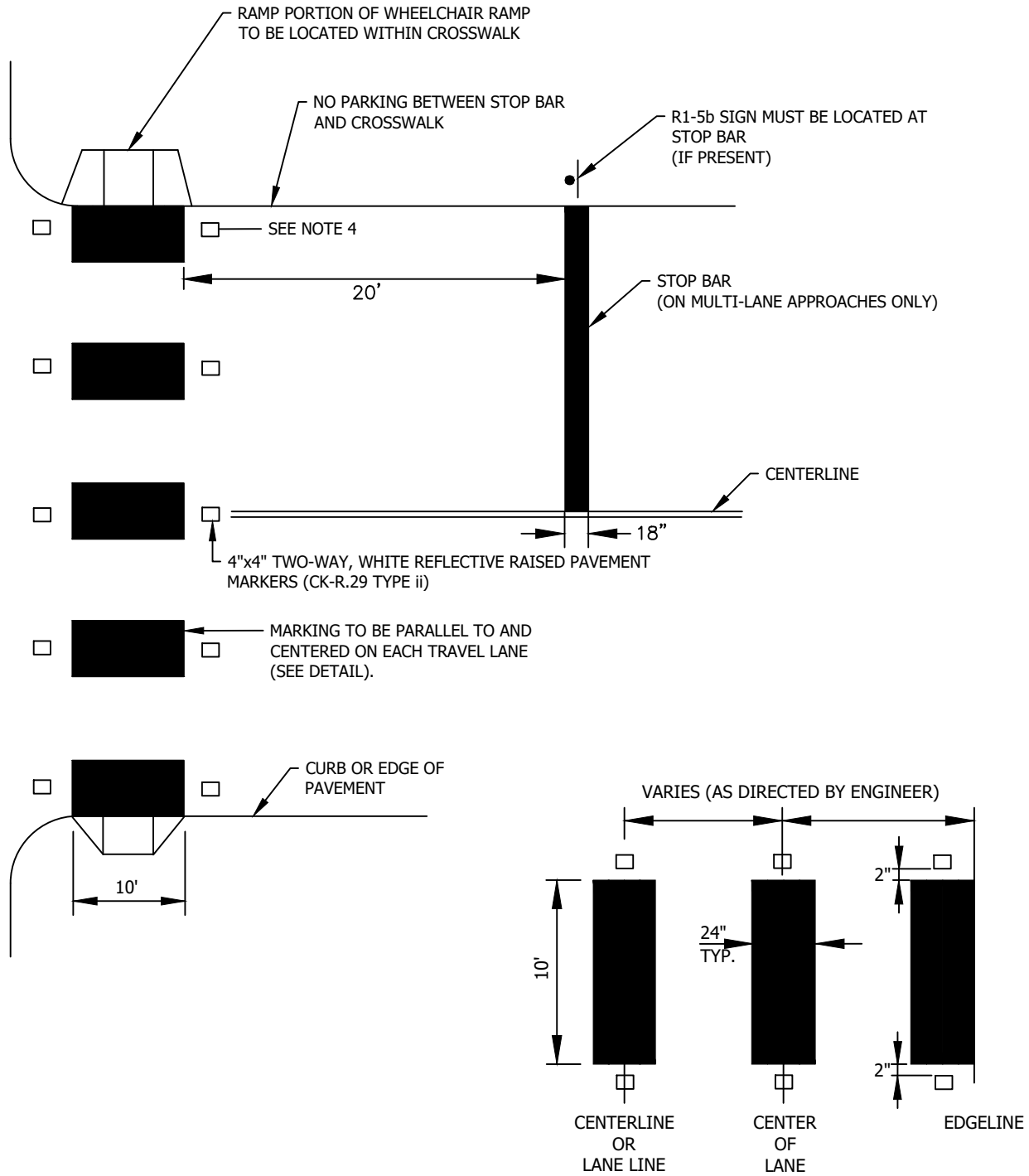


DETAIL

**NOTES:**

1. MARKINGS SHALL BE THERMOPLASTIC.
2. STOP SIGN LOCATION ADJACENT TO STOP BAR, OR AS DIRECTED BY ENGINEER


CITY OF KIRKLAND	
PLAN NO. CK-R.28	
	CROSSWALK AND STOP BAR DETAIL

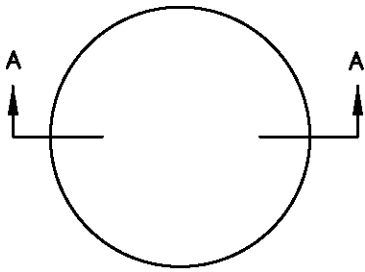


DETAIL

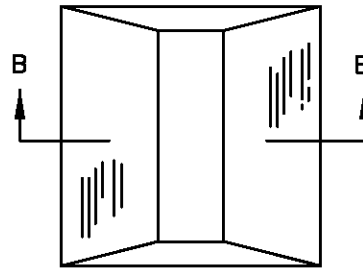
**NOTES:**

1. MARKINGS SHALL BE THERMOPLASTIC.
2. FOR TWO-WAY REFLECTIVE RAISED PAVEMENT MARKERS, SEE PLAN NO. CK-R.29 TYPE 2.
3. DO NOT PLACE RPM IN BIKE LANE OR ON EDGE LINES.

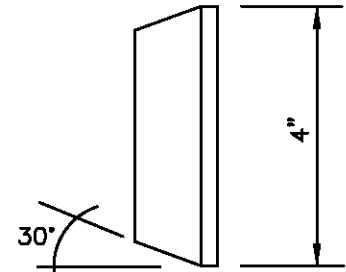
CITY OF KIRKLAND	
PLAN NO. CK-R.28A	
	CROSSWALK AND STOP BAR DETAIL FOR UNCONTROLLED APPROACHES



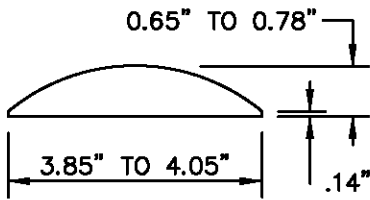
PLAN



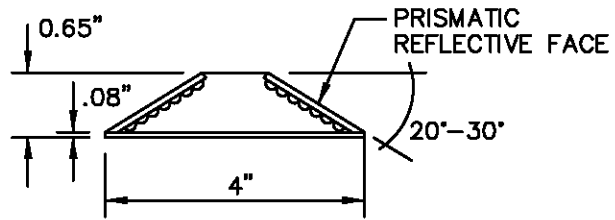
PLAN  
DIRECTION OF TRAFFIC



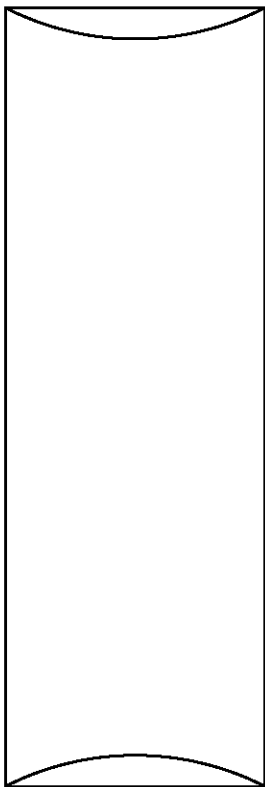
SIDE VIEW



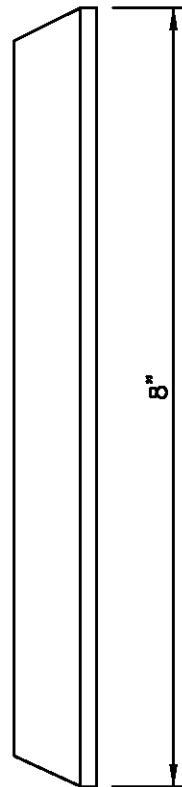
TYPE 1  
SECTION A-A



TYPE 2  
SECTION B-B



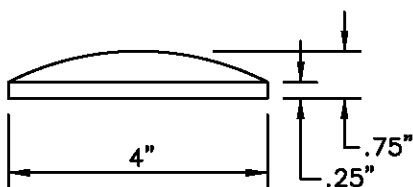
PLAN



SIDE VIEW

NOTES

1. TYPE C PAVEMENT MARKERS TO BE USED ONLY UPON APPROVAL BY TRAFFIC ENGINEER.
2. NOT TO BE USED ON EDGELINES.



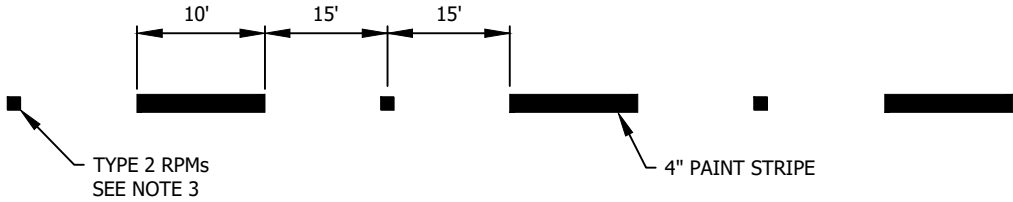
TYPE C

CITY OF KIRKLAND

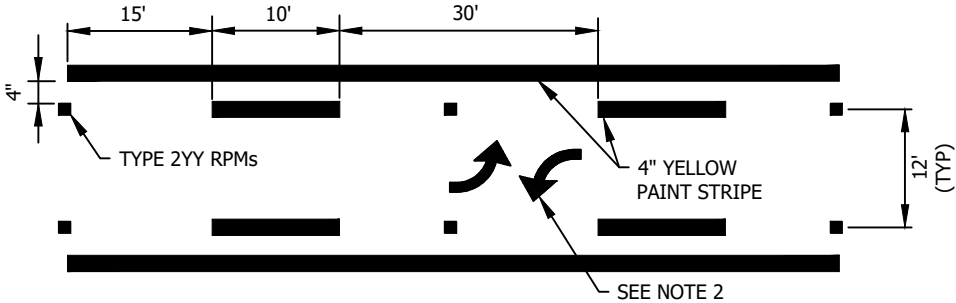
PLAN NO. CK-R.29



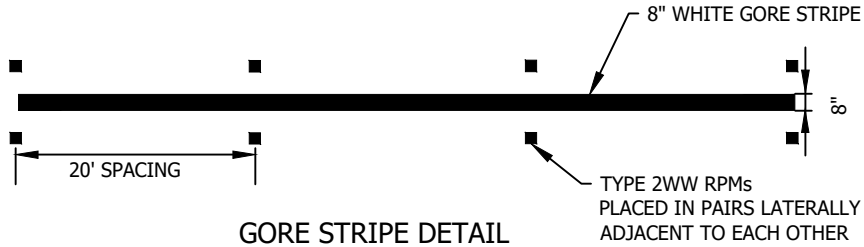
LANE MARKERS  
(DIMENSIONS)



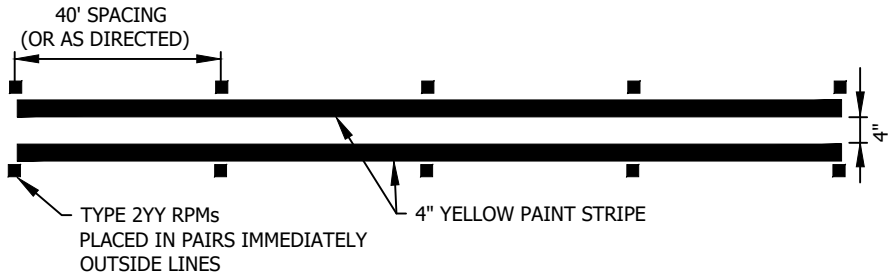
**SKIP CENTER & LANE STRIPE DETAIL**



**TWO-WAY LEFT TURN DETAIL**




**GORE STRIPE DETAIL**

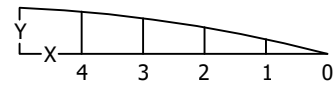
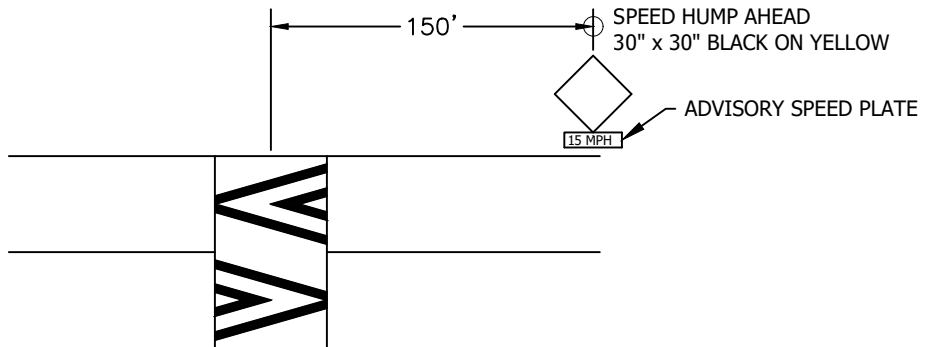
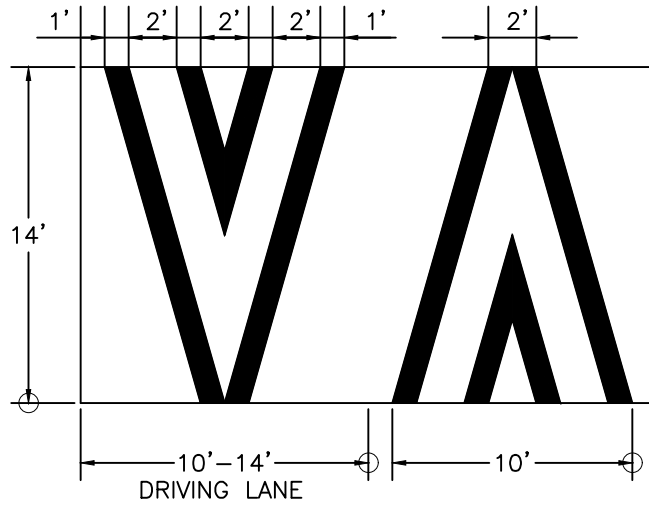


**DOUBLE YELLOW CENTER DETAIL**

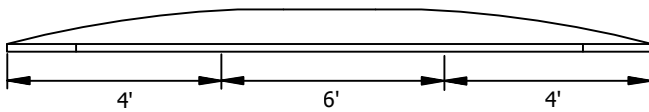
**NOTES:**

1. MATCH EXISTING PAVEMENT MARKING DIMENSIONS.
2. SEE CK-R.30 FOR TWO-WAY LEFT TURN ARROW PLACEMENT.
3. RAISED PAVEMENT MARKER BODY AND LENS COLOR SHALL CONFORM TO THE COLOR OF THE MARKING FOR WHICH THEY SUPPLEMENT, SUBSTITUTE FOR, OR SERVE AS A POSITIONING GUIDE FOR.

CITY OF KIRKLAND	
PLAN NO. CK-R.31	
	PAVEMENT MARKING DETAIL



X (ft)	Y (in)
0	0.00
1	1.50
2	2.25
3	2.75
4	3.00



SLOTTED SPEED HUMP SECTION  
NO SCALE

VERTICAL DIMENSION CHART  
NO SCALE

NOTES:

1. CHEVRON MARKINGS TO BE WHITE 3M PREFORMED COLD PLASTIC.
2. SIGN LOCATION SHALL BE VERIFIED BY THE PROJECT ENGINEER PRIOR TO INSTALLATION.

CITY OF KIRKLAND	
PLAN NO. CK-R.67	
	SPEED HUMP MARKING AND SIGNAGE



# **APPENDIX C: WASTE MANAGEMENT SERVICE DAY ZONES**



**City of Kirkland**

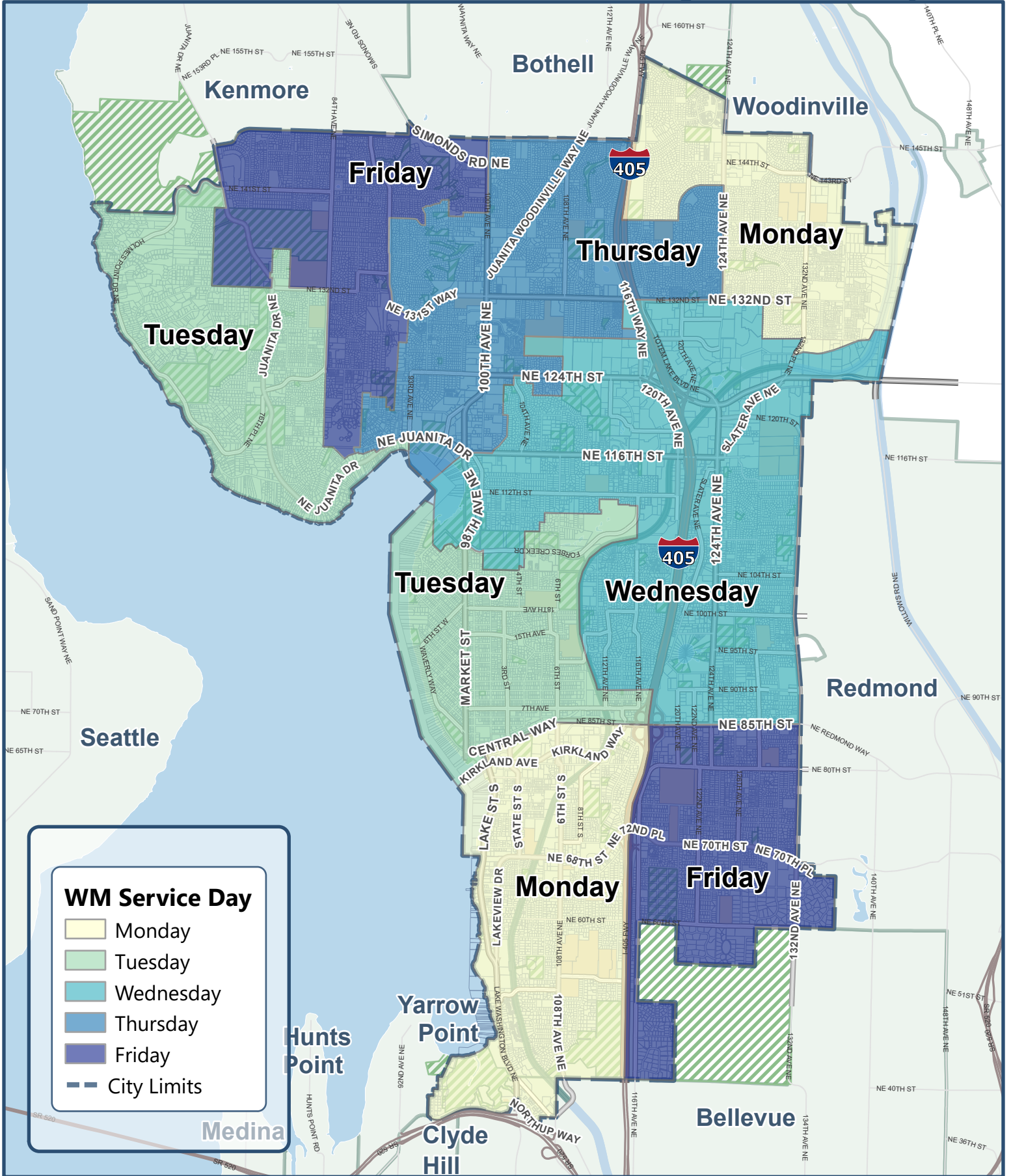
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# Kirkland Waste Management Service Day Zones



**WM Service Day**

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- City Limits

