

Set No. _____

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

**2021/2023 NEIGHBORHOOD
SAFETY PROJECTS
Job No. 13-24-PW**



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

**CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS**

**2021/2023 NEIGHBORHOOD SAFETY PROJECTS
CIP NO. NMC0062121/NMC0062123
JOB NO. 13-24-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.



Lance Adams, P.E.
Principal Engineer

Approved for Construction:

Rod Steitzer

Rod Steitzer, P.E.
Capital Projects Manager



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INVITATION TO BID





INVITATION TO BID

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at **2:00 pm** local time on **August 28, 2024** for the project hereinafter referred to as:

2021/2023 NEIGHBORHOOD SAFETY PROJECTS JOB NO. 13-24-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 City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The work to be performed for this project consists of furnishing all labor, tools, material, and equipment necessary for completion of the **2021/2023 Neighborhood Safety Projects (NSP)**. Specific work includes but is not limited to: the installation of pedestrian walkway safety improvements including installation of bicycle related pavement markings, rectangular rapid flashing beacons and radar speed sign assemblies, and asphalt pedestrian walkway improvements as shown in the Plans.

- This project includes two (2) plan sets – the NSP 2021 site with two (2) individual and independent work sites and the NSP 2023 site with four (4) individual and independent work sites. Each of the two plan sets has an estimated construction cost. The estimated cost for all projects is in a range of \$450,000.00 to \$550,000.00.
- Sealed bids with bid bonds are due in the office of the Purchasing Agent at 2:00 pm on **August 28, 2024**.
- Anticipate Council award of bid at Council Meeting on September 17, 2024.
- It is estimated that this project will be completed within 80 working days.
- Questions regarding the Project shall be submitted in writing to Alejandro Trujillo via email at atrujillo@kirklandwa.gov. **Questions via phone and email will not be accepted.** Bidders shall submit questions not later than **5:00 pm on August 21, 2024**.

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

MUST BE SUBMITTED WITH PROPOSAL

The City reserves the right to reject any and all bids, and to waive any informalities in the bidding, and to make the award to the lowest, responsive, responsible bidder based on the base bid. The Owner, at their discretion, may choose to award any combination of Schedules that best serves the interest of the City.

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

Published: Daily Journal of Commerce –
August 14, 2024

MUST BE SUBMITTED WITH PROPOSAL

**GENERAL
INFORMATION ,
PROPOSAL, AND
CONTRACT**

MUST BE SUBMITTED WITH PROPOSAL



CITY OF KIRKLAND

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**CITY OF KIRKLAND
INFORMATION FOR BIDDERS**

Bidders must bid on all items contained in the proposal.

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

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

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

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

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

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

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

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

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

1. CONTRACT

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

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

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

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

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

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

**CITY OF KIRKLAND
BIDDER RESPONSIBILITY CRITERIA**

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

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

MUST BE SUBMITTED WITH PROPOSAL

- ☐ 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**

2021/2023 NEIGHBORHOOD SAFETY PROJECTS

NMC0062121/NMC0062123

JOB NO. 13-24-PW

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

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

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

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

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

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

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

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

MUST BE SUBMITTED WITH PROPOSAL

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

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

The undersigned bids and agrees to complete all construction of the **2021/2023 NEIGHBORHOOD SAFETY PROJECTS; JOB NO. 13-24-PW** for the following:

Schedule	Subtotal Bid Price	Sales Tax	Total Bid Price
A – 2021 NSP (State Sales Tax: WAC 458-20-170 – Retail Sales Tax)	\$ _____	\$ _____	\$ _____
B – 2023 NSP (State Sales Tax: WAC 458-20-170 – Retail Sales Tax)	\$ _____	\$ _____	\$ _____

Total Bid – A+B (*in figures*): \$ _____

Total Bid – A+B (*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

MUST BE SUBMITTED WITH PROPOSAL

Washington State Contractor's
Registration Number

Contractor's Industrial Insurance
Account Number

Employment Security Identification
Number

Uniform Business Identification
(UBI) Number

Contractor's Address:

Telephone Number

Fax Number

EMAIL

**** Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for
2021/2023 NEIGHBORHOOD SAFETY PROJECTS, JOB NO. 13-24-PW.**

**CITY OF KIRKLAND
BID SCHEDULE A – PART OF BASE BID**

2021 NEIGHBORHOOD SAFETY PROJECTS

JOB NO. 13-24-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.

SCHEDULE A – (19NSP01) – 2021 Neighborhood Safety Program

Item No.	Item Description	Spec Ref.	Est. Qty.	Unit	Unit Price	Amount
A1	Minor Change	1-04.4 (1)	1	FA	\$5,000.00	\$5,000.00
A2	Mobilization (8%)	1-09.7	1	LS		
A3	Structure & ADA Features Surveying	1-05.4	1	LS		
A4	SPCC Plan	1-07.15	1	LS		
A5	Erosion Control and Water Pollution Prevention	8-01	1	LS		
A6	Record Drawings (Minimum Bid \$2,000)	1-05.18	1	LS		
A7	Project Temporary Traffic Control	1-10	1	LS		
A8	Clearing and Grubbing	2-01.5	1	LS		
A9	Trim Vegetation	2-01.5	1	LS		
A10	Removal of Structures and Obstructions	2-02	1	LS		
A11	Removing Cement Conc. Curb and Gutter	2-02.3	35	LF		
A12	Removing Cement Conc. Sidewalk	2-02.3	10	SY		
A13	Crushed Surfacing Base Course	4-04	30	TN		
A14	HMA CL. 1/2 in. PG. 58H-22	5-04	20	TN		
A15	Stamped Cement Concrete	5-03	9	SY		
A16	Rectangular Rapid Flash Beacon System NSP 2021 SITE 1 – 132ND AVE NE & NE 129TH PL	8-20	1	LS		
A17	Rectangular Rapid Flash Beacon System NSP 2021 SITE 2 – 124TH AVE NE & NE 104TH ST	8-20	1	LS		
A18	Cement Conc. Sidewalk	8-14	5	SY		
A19	Cement Conc. Curb Ramp Type Parallel A	8-14	2	EA		
A20	Detectable Warning Surface	8-14	68	SF		
A21	Type A Cement Conc. Curb and Gutter	8-04	5	LF		
A22	Type E-2 Curb	8-07	82	LF		

MUST BE SUBMITTED WITH PROPOSAL

A23	Adjust Existing Utilities to Grade	7-05.3(1)	1	LS		
A24	Striping and Channelization	8-22	1	LS		
A25	Raised Pavement Markers	8-09	1	LS		
A26	Mailbox Support, Type 1	8-18	1	EACH		
A27	Permanent & Temporary Signing	8-21	1	LS		
A28	Landscape Restoration	8-02	1	LS		

SCHEDULE A TOTAL COMPUTED PRICE: \$ _____

**CITY OF KIRKLAND
BID SCHEDULE B – PART OF BASE BID**

2021/2023 NEIGHBORHOOD SAFETY PROJECTS
JOB NO. 13-24-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.

SCHEDULE B – (19NSP01) – 2023 Neighborhood Safety Program

Item No.	Item Description	Spec Ref.	Est. Qty.	Unit	Unit Price	Amount
B1	Minor Change	1-04.4 (1)	1	FA	\$5,000.00	\$5,000.00
B2	Mobilization (8%)	1-09.7	1	LS		
B3	Structure & ADA Features Surveying	1-05.4	1	LS		
B4	SPCC Plan	1-07.15	1	LS		
B5	Erosion Control and Water Pollution Prevention	8-01	1	LS		
B6	Record Drawings (Minimum Bid \$2,000)	1-05.18	1	LS		
B7	Project Temporary Traffic Control	1-10	1	LS		
B8	Clearing and Grubbing	2-01.5	1	LS		
B9	Trim Vegetation	2-01.5	1	LS		
B10	Removing Cement Conc. Curb and Gutter	2-02.3	150	LF		
B11	Removing Cement Conc. Sidewalk	2-02.3	19	SY		
B12	Crushed Surfacing Base Course	4-04	60	TN		
B13	HMA CL. 1/2 in. PG. 58H-22	5-04	70	TN		
B14	Rectangular Rapid Flash Beacon System NSP 2023 SITE 2 – LAKE ST S & 10TH Ave S	8-20	1	LS		
B15	Rectangular Rapid Flash Beacon System NSP 2023 SITE 3 – 124TH AVE NE & NE 142ND PL	8-20	1	LS		
B16	Restore Conc. Curb Ramp	8-14	3	EA		
B17	Detectable Warning Surface	8-14	24	SF		
B18	Type A Cement Conc. Curb and Gutter	8-04	90	LF		
B19	Type E-2 Curb	8-07	5	LF		
B20	Adjust Existing Utilities to Grade	7- 05.3(1)	1	LS		
B21	Striping and Channelization	8-22	1	LS		
B22	Raised Pavement Markers	8-09	1	LS		

MUST BE SUBMITTED WITH PROPOSAL

B23	Mailbox Support, Type 1	8-18	1	EACH		
B24	Permanent & Temporary Signing	8-21	1	LS		
B25	Landscape Restoration	8-02	1	LS		

SCHEDULE B 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

2021/2023 NEIGHBORHOOD SAFETY PROJECTS 2021/2023 NEIGHBORHOOD SAFETY PROJECTS
NMC0062121/NMC0062123, JOB NO. 13-24-PW

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

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

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

**CITY OF KIRKLAND
NONCOLLUSION AFFIDAVIT
2021/2023 NEIGHBORHOOD SAFETY PROJECTS
NMC0062121/NMC0062123
JOB NO. 13-24-PW**

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

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

Firm Name

Authorized Signature

Type Name

Title

Sworn to before me, this ____ day of _____, 20__.

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

NOTICE TO ALL BIDDERS

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

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

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

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

Contractor Name: _____ Contact: _____

Business Address: _____

Business phone: _____ Fax: _____

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

Describe the general character of work performed by your company: _____

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

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

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

Bank reference(s): _____

Washington State Contractor Registration No.: _____

Uniform Business Identification No.: _____

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

Authorized Signature: _____

Print Name: _____ Title: _____

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

RCW 39.30.060 requires the following:

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

(a) Within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work; or

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

The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid non-responsive and, therefore, void."

Each bidder shall submit a list of:

1. HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors; and
2. The specific items of work those subcontractors will perform on the contract; and
3. The specific items of work that will be performed by the bidder on the contract relating to work described in RCW 39.30.060.

**CITY OF KIRKLAND
SUBCONTRACTOR IDENTIFICATION LIST**

*REQUIRED IF ESTIMATE AMOUNT EXCEEDS \$1,000,000 (*Reference RCW 39.30.060 RCW*)

Proposed Subcontractors and items of work to be performed:

Subcontractor Name: _____

Item Numbers: _____

Subcontractor Name: _____

Item Numbers: _____

Subcontractor Name: _____

Item Numbers: _____

Subcontractor Name: _____

Item Numbers: _____

Subcontractor Name: _____

Item Numbers: _____

- make additional pages if necessary -

Work to be performed by Prime Contractor:

Item Numbers: _____

**CITY OF KIRKLAND
BIDDER'S CHECKLIST**

1. Have you reviewed the Bidder Responsibility and Subcontractor Responsibility Criteria?
2. Have you enclosed a bid bond or certified check with your bid? (Must be at least 5% of the total amount bid)
3. Have you entered a bid amount for all items and all schedules?
4. Do the written amounts of the proposal agree with the amounts shown in the figures?
5. Have you acknowledged receipt of addenda?
6. Has the proposal been properly completed and signed?
7. Have you completed the Statement of Bidder's Qualifications?
8. Have you completed the City of Kirkland Non-collusion Affidavit?
9. Have you completed the Subcontractor Identification List? (This is to be completed if the estimate amount exceeds \$1,000,000.)
10. Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for: **2021/2023 NEIGHBORHOOD SAFETY PROJECTS, JOB NO. 13-24-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 PUBLIC WORKS AGREEMENT

Version:063020

2021/2023 NEIGHBORHOOD SAFETY PROJECTS

JOB NO. 13-24-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: "2021/2023 NEIGHBORHOOD SAFETY PROJECTS, Job No. 13-24-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 2021/2023 NEIGHBORHOOD SAFETY PROJECTS, JOB NO. 13-24-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 **2021/2023 NEIGHBORHOOD SAFETY PROJECTS, Job # 13-24-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 _____ ,	
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

2021/2023 NEIGHBORHOOD SAFETY PROJECTS
JOB NO. 13-24-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.)

<i>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.</i>
--

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

CONTRACTOR:

Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

RETAINAGE BOND
RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED

Contract Title	
Contract Number	
Contractor Name	

The Undersigned, _____, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and _____ organized and existing under the laws of the State of _____ and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto _____, hereinafter called Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of

(\$ _____), Which is 5% of the principal's price on Contract ID _____.

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

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

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

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

PROVIDED HOWEVER, that:

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

Witness our hands this _____ day of _____, 2____.

SURETY

PRINCIPAL

By: _____
Name/Title

By: _____
Name/Title

OF: _____

OF: _____

Surety Name and Local Office of Agent: _____

Surety Address and Phone of Local Office and Agent: _____

CITY OF KIRKLAND
RETAINED PERCENTAGE ESCROW AGREEMENT
2021/2023 NEIGHBORHOOD SAFETY PROJECTS
JOB NO. 13-24-PW

Escrow No. _____

City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

Contractor: _____

Address: _____

Project Description: _____

TO: Escrow Bank or Trust Company:

Name: _____

Address: _____

Attention: _____

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

INSTRUCTIONS

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

and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.

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

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

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City of Kirkland directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for hereinabove. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorneys fees occasioned by such default, delay, controversy, or litigation.

5. This agreement shall not be binding until executed by the Contractor and the City of Kirkland and accepted by you.
6. This instrument contains the entire agreement between you, the Contractor and the City of Kirkland, with respect to this escrow and you are not a part nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever, except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the parties hereto.
8. The Contractor's Federal Income Tax Identification number is _____.

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

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

CONTRACTOR:

CITY OF KIRKLAND:

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Title

Title

Address: _____

123 Fifth Avenue
Kirkland, Washington 98033

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

ESCROW BANK OR TRUST CO:

By: _____
Authorized Signature

Print or Type Name

Title

Securities Authorized by City of Kirkland (select one):

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

RETURN THIS SIGNED AGREEMENT TO:

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

CITY OF KIRKLAND RETAINAGE RELEASE REQUIREMENTS

DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

1. Intent to Pay Prevailing Wage (Contractor must generation including for subcontractors)

Department of Labor/Industries
Employment Standards Division
General Administration Building
Olympia, Washington 98504
(360) 956-5335

2. Notice of Completion of Public Works Contract (City generates)

Department of Revenue
Excise Tax Division
Olympia, Washington 98504

3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)

Department of Labor/Industries

4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)

Department of Revenue
Department of Labor and Industries
Employment Security Department

5. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City (Responsibility of Contractor to obtain)

Claims against retainage or Payment Bond filed with City by any such subcontractor, workman, or material supplier.

6. Current insurance certificate through retainage release (Contractor generates)
7. Produce final invoice for retainage if bond is not selected (Contractor generates)

AMENDMENTS TO THE STANDARD SPECIFICATIONS



City of Kirkland

SPECIAL PROVISIONS

Supplement to

2024

**WSDOT Standard
Specifications**



City of Kirkland



2021/2023 NEIGHBORHOOD SAFETY PROJECTS

Job No. 13-24-PW

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, **2024** edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions supersede any conflicting provisions of the Standard Specifications, and the foregoing Amendments to the Standard Specifications.

The accompanying Plans and these Specifications and any Addenda thereto, show and describe the location and type of work to be performed under the **2021/2023 NEIGHBORHOOD SAFETY PROJECTS**.

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

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

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

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

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

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

Also incorporated into the Contract Documents by reference are:

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

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

DIVISION 1 - GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This contract provides for the improvement of the **2021/2023 NEIGHBORHOOD SAFETY PROJECTS** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

(January 4, 2016 APWA GSP)

1-01.3 Definitions

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

(January 24, 2011 APWA GSP)

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

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

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

1-02.1(1) Supplemental Qualifications Criteria

Add the following new section:

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

(1/1/2016 COK GSP)

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

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

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

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

Supplemental Criteria. Contracting Agency acknowledges that Change Orders (changes, extra work, requests for equitable adjustment and claims (defined as including demands for money or time

in excess of the contract amount or contract time)) are ubiquitous on public works construction projects. The expeditious resolution of Change Orders is critical to the on budget and on time successful completion of a public works project. Thus, the City has established the following relevant supplemental bidder responsibility criteria applicable for the project:

1. Criterion. The bidder must demonstrate a record of successful and timely resolution of Change Orders including compliance with public contract Change Order resolution procedures (e.g. timely notice of event giving rise to the Change Order, timely submission of a statement of the cost and/or impact of the Change Order unless the bidder is able to show extenuating circumstances that explain bidder's failure to timely provide such information to the satisfaction of Contracting Agency.
2. Documentation. As evidence that the bidder meets the supplemental responsibility criteria, after bids are opened and within two (2) business days of the public notice of Contracting Agency's tabulation of bids, the lowest responsive bidder must submit the following documentation of public works projects completed within the previous three (3) years and include for each project the following:
 - a. The City and contact information for the City;
 - b. A listing of Change Orders and a signed statement from the bidder that the project timelines concerning resolution of Change Orders was complied with, and if not, provide a written explanation of what the bidder believes to be the extenuating circumstances excusing compliance with the Contract Change Order notice and claim provisions.

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

(June 27, 2011 APWA GSP)

1-02.2 Plans and Specifications

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	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.

(March 8, 2013 APWA GSP)

(July 31, 2017 APWA GSP)

1-02.5 Proposal Forms

Delete this section and replace it with the following:

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

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

(January 1, 2024 APWA GSP Option B)

1-02.6 Preparation of Proposal

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

(March 8, 2013 APWA GSP)

1-02.7 Bid Deposit

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

(1/1/2016 COK GSP)

1-02.8 Noncollusion Declaration and Lobbying Certification

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

Conflict of Interest

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

(January 4, 2024 APWA GSP, Option A)

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

DBE DOCUMENT SUBMITTAL REQUIREMENTS

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.

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

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

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

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

DBE Utilization Certification (WSDOT Form 272-056)

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

DBE Written Confirmation (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)

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

DBE Bid Item Breakdown (WSDOT form 272-0-54)

The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. The successful Bidder shall submit a completed DBE Bid Item Breakdown, however, minor errors and corrections to DBE Bid Item Breakdown will be returned for correction for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays) DBE Bid Item Breakdown that are still incorrect after the correction period will be determined to be non-responsive.

The DBE Bid Item Breakdown will not be included as part of the executed Contract.

(July 23, 2015 APWA GSP)

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals

(January 4, 2024 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 (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;

- i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
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.

(May 17, 2018 APWA GSP, Option B)

1-02.14 Disqualification of Bidders

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a

written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

- A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall 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.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, 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.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
 - The City and contact information for the City;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;

- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

- A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause / Termination for Default**

- A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

- A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date 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
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. 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 their 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 these 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.

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

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid:
Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

(December 30, 2022 APWA GSP)

1-02.15 Pre Award Information

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

(December 30, 2022 APWA GSP)

1-03.1 Consideration of Bids

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03 AWARD AND EXECUTION OF CONTRACT

(December 30, 2022 APWA GSP)

1-03.1 Consideration of Bids

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3 Execution of Contract

(January 4, 2024 APWA GSP Option B)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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

Within ten(10) calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, 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 any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 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.

(1/1/2016 COK GSP)

1-03.4 Contract Bond

Revise the first paragraph to read:

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

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

(December 30, 2022 APWA GSP)

1-03.7 Judicial Review

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.

(April 25, 2019 COK GSP)

Add new Section 1-03.8.

1-03.8 Escrow Bid Document Preservation

Scope and Purpose

The purpose of this specification is to preserve the Contractor's Bid documents for use by the Contracting Agency in any litigation between the Contracting Agency and Contractor arising out of this Contract.

The Contractor shall submit a legible copy of all documentation used to prepare the Bid for this Contract to a banking institution designated by the Contracting Agency. Such documentation shall be placed in escrow with the banking institution and preserved by that institution as specified in the following sections of this specification.

Definition: Bid Documentation

The term "Bid documentation" as used in this specification means any writings, working papers, computer printouts, charts, and any other data compilations which contain or reflect all information, data, and calculations used by the Contractor to determine the Bid in bidding for this project. The term "Bid documentation" includes but is not limited to Contractor equipment rates, Contractor overhead rates, labor rates, efficiency or productivity factors, arithmetic extensions, and quotations from Subcontractors and materialmen to the extent that such rates and quotations were used by the Contractor in formulating and determining the amount of the Bid. The term "Bid documentation" also includes any manuals which are standard to the industry used by the Contractor in determining the Bid for this project. Such manuals may be included in the Bid documentation by reference. The term does not include Bid documents provided by the Contracting Agency for use by the Contractor in bidding on this project.

Submittal of Bid Documentation

The Contractor shall submit the Bid documentation, as defined in this section, to the banking institution. The Bid documentation shall be submitted to the banking institution within seven calendar days after the Contract for this project has been executed by the Contracting Agency. The Bid documentation shall be submitted in a sealed container. The container shall be clearly marked "Bid Documentation" and shall also show on the face of the container the Contractor's name, the date of submittal, the project title, and the Contract number.

Affidavit

The sealed container shall contain, in addition to the Bid documentation, an affidavit signed under oath by an individual authorized by the Contractor to execute bidding Proposals. The affidavit shall list each Bid document with sufficient specificity so a comparison can be made between the list and the Bid documentation to ensure that all of the Bid documentation listed in the affidavit has been enclosed in the sealed container. The affidavit shall show that the affiant has personally examined the Bid documentation and that the affidavit lists all of the documents used by the Contractor to

determine the Bid for this project and that all such Bid documentation has been enclosed in the sealed container.

Verification

The banking institution upon receipt of the sealed container shall place the container in a safety deposit box, vault, or other secure place, and immediately notify the Contracting Agency in writing that the container has been received. Upon receipt of such notice, the Contracting Agency will promptly notify the Contractor in writing that the Contracting Agency will open the sealed container to verify that the affidavit has been enclosed and to compare the Bid documents listed in the affidavit with the Bid documents enclosed in the container to ensure that all of the Bid documentation has been submitted and that the copies are legible. The notification will advise the Contractor of the date and time the container will be opened and the name of the Contracting Agency employee who will verify the contents of the container.

The employee verifying the contents of the escrow container will not be involved or connected with the review, evaluation, or resolution of any claim by the Contractor made to the Contracting Agency in connection with the Contract for which the verification was made. The Contractor may have representatives present at the opening.

Supplementation

Documents listed in the affidavit but not enclosed in the sealed container through error or oversight shall be submitted in a sealed container within five calendar days after the opening of the original container. Also, any Bid documentation that is illegible shall be replaced with legible copies and furnished within five calendar days after the opening of the original container. The face of the container shall show the same information as the original container except the container shall be marked "Supplemental Bid Documentation". The same procedure used in verifying the contents of the original container shall be used in verifying the contents of the supplemental submittal.

Duration and Use

The Bid documentation and affidavit shall remain in escrow during the life of the Contract and will be returned to the Contractor by the banking institution, provided that the Contractor has signed the final Contract voucher certification and has not reserved any claims on the final Contract voucher certification against the Contracting Agency arising out of the Contract. In the event that claims against the Contracting Agency are reserved on the final Contract voucher certification, the Bid documentation and affidavit shall remain in escrow.

If the claims are not resolved and litigation ensues, the Contracting Agency may serve a request upon the Contractor to authorize the banking institution, in writing, to release the Bid documentation and affidavit in escrow to the Contracting Agency. The Contractor shall respond to the request within 20 days after service of the request. If the Contractor objects or does not respond to the request within 20 days after service of the request, the Contracting Agency may file a motion under the Civil Rules requesting the court to enter an order directing the banking institution to deliver the Bid documentation and affidavit in escrow to the Contracting Agency.

The Contractor shall respond to the request within the time required by the then applicable Civil Court Rules for the Superior Court of the Contracting Agency of Washington. If the Contractor objects or does not respond to the request within the time required by the then applicable Civil Rules, the Contracting Agency may file a motion pursuant to such rules requesting the court to enter an order directing the banking institution to deliver the Bid documentation and affidavit in escrow to the Contracting Agency.

The banking institution shall release the Bid documentation and affidavit as follows:

1. To the Contracting Agency upon receipt of a letter from the Contractor authorizing the release;
2. To the Contracting Agency upon receipt of a certified copy of a court order directing the release of the documents;
3. To the court for an in camera examination pursuant to a certified copy of a court order;
4. The Bid documentation and affidavit shall be returned to the Contractor if litigation is not commenced within the time period prescribed by law.

The Contractor agrees that the sealed container placed in escrow and any supplemental sealed container placed in escrow contain all of the Bid documentation used to determine the Bid and that no other Bid documentation shall be utilized by the Contractor in litigation over claims brought by the Contractor arising out of this Contract unless otherwise ordered by the court.

Remedies for Refusal or Failure to Provide Bid Documentation

Failure or refusal to provide Bid documentation shall be deemed a material breach of this Contract. The Contracting Agency may at its option refuse to make payment for progress estimates under Section 1-09.9 until the Contractor has submitted the Bid documentation required by this specification. The Contracting Agency may at its option terminate the Contract for default under Section 1-08.10. These remedies are not exclusive and the Contracting Agency may take such other action as is available to it under the law.

Confidentiality of Bid Documentation

The Bid documentation and affidavit in escrow are and will remain the property of the Contractor. The Contracting Agency has no interest in or right to the Bid documentation and affidavit other than to verify the contents and legibility of the Bid documentation unless litigation ensues between the Contracting Agency and Contractor over claims brought by the Contractor arising out of this Contract. In the event of such litigation, the Bid documentation and affidavit may become the property of the Contracting Agency for use in the litigation as may be appropriate subject to the provisions of any court order limiting or restricting the use or dissemination of the Bid documentation and affidavit as provided in the preceding section entitled Duration and Use.

Cost and Escrow Instructions

The cost of the escrow will be borne by the Contracting Agency. The Contracting Agency will provide escrow instructions to the banking institution consistent with this specification.

1-04 SCOPE OF THE WORK

(1/1/2016 COK GSP)

1-04.1 Intent of the Contract

Section 1-04.1 is supplemented with the following:

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

(December 30, 2022 APWA GSP)

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

Revise the second paragraph to read:

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

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

(May 30, 2019 APWA GSP)

1-04.4(1) Minor Changes

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$5,000.00 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

(December 30, 2022 APWA GSP, Option A)

1-04.6 Variation in Estimated Quantities

Revise the first paragraph to read:

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

(1/1/2016 COK GSP)

1-04.11 Final Cleanup

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

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

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

The Contractor shall:

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

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

(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 Contractors responsibility.

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

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

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

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

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

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

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

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

(October 1, 2005 APWA GSP)

1-05.7 Removal of Defective and Unauthorized Work

Supplement this section with the following:

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

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

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

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

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

(January 1, 2016 COK GSP)

1-05.9 Equipment

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

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

(January 1, 2016 COK GSP)

1-05.10 Guarantees

Section 1-05.10 is supplemented as follows:

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

(October 1, 2005 APWA GSP)

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) *Substantial Completion Date*

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

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

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

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

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

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

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

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

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

1-05.11(3) *Operational Testing*

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or

other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

(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.

(August 14, 2013 APWA GSP)

1-05.13 Superintendents, Labor and Equipment of Contractor

Delete the sixth and seventh paragraph of this section.

(January 4, 2024 APWA GSP)

1-05.15 Method of Serving Notices

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.

Add in the following new section:

1-05.16 Water and Power

October 1, 2005 APWA GSP

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.

1-05.17 Oral Agreements

(***)**

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

(March 8, 2013 APWA GSP)

Add new Section 1-05.18.

1-05.18 Record Drawings

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

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

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

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

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

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

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

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

Making Entries on the Record Drawings:

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

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

Payment will be made for the following bid item:

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

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

(November 19, 2019 COK GSP; may not be used on FHWA-funded projects; note optional/conditional nature of use for other City projects)

Add new Section 1-05.19.

1-05.19 Daily Construction Report

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

Every single diary sheet/page must have:

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

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

1. Day and date.
2. Weather conditions, including changes throughout the day.
3. Complete description of work accomplished during the day, with adequate references to the Plans and Contract Provisions so the reader can easily and accurately identify said work on the Plans. Identify location/description of photographs or videos taken that day.
4. Each and every changed condition, dispute or potential dispute, incident, accident, or occurrence of any nature whatsoever which might affect Contractor, Contracting Agency, or any third party in any manner. This shall be provided on a separate page for other information.

5. List all materials received and stored on- or off-site by Contractor that day for future installation, including the manner of storage and protection of the same.
6. List materials installed that day.
7. List all Subcontractors working on-site that day.
8. List the number of Contractor's employees working during each day, by category of employment.
9. List Contractor's equipment on the site that day; showing which were in use, and which idle.
10. Notations to explain inspections, testing, stake-out, and all other services furnished by Contracting Agency or other party during the day.
11. Verify the daily (including non-work days) inspection and maintenance of traffic control devices and condition of the traveled roadway surfaces.
12. Any other information that serves to give an accurate and complete record of the nature, quantity, and quality of Contractor's progress on each day.
13. Add; Officials and visitors onsite
14. Change Orders
15. Occurrence of testing, staking or special inspections

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

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

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

1-06 CONTROL OF MATERIAL

(1/1/2016 COK GSP)

1-06.1 Approval of Materials Prior to Use

Section 1-06.1 is supplemented as follows:

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

(February 17, 2022 COK GSP)

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

Revise the first paragraph to read:

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

(June 27, 2011 AWP A GSP)

1-06.1(4) Fabrication Inspection Expense

Delete this section in its entirety.

(January 4, 2016 APWA GSP)

1-06.6 Recycled Materials

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

The Contractor shall not utilize recycled materials in the construction of the project unless encapsulated in asphalt or concrete. Approval of such material use shall be as detailed elsewhere in the Standard Specifications. Authorization from the Project Engineer is required prior to the use for recycled material.

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)

Supplement this section with the following:

Contractor's Safety Responsibilities

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

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

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

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

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

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

documents and the contract between the Owner and the Contractor, and all subcontractors, as though fully written therein.

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

(May 13, 2020 COK GSP)

Supplement this section with the following:

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

(June 27, 2011 APWA GSP)

1-07.2 State Taxes

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

1-07.2 State Sales Tax

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

1-07.2(3) Services

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

(February 2, 2021 COK GSP)

1-07.4(2) Health Hazards

Supplement this section with the following:

COVID-19 Health and Safety Plan (CHSP)

Supplement this section with the following:

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

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

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

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

COVID-19 Health and Safety Plan (CHSP) Inspection

The Contractor shall grant full and unrestricted access to the Engineer for CHSP inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing

work activity is following the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

(January 1, 2021 COK GSP)

1-07.5(2) *State Department of Fish and Wildlife*

Supplement this section with the following:

New Zealand mud snails are an aquatic invasive species of concern for the Puget Sound region, as they have already invaded waterways near the City of Kirkland. Contractors working in-water (e.g. natural stream, small ponds and lakes, wetlands, etc.), including all construction equipment and vehicles used in-water, shall follow the Level 1 decontamination protocols and implement all Special Protocols for personnel and equipment as described in the "Invasive Species Management Protocols" published by the Washington State Department of Fish and Wildlife (WDFW) (Draft Version 3, February 2016). This document can be found on the WDFW website.

For Work that will be performed in-water in the City of Kirkland, all Contractor vehicles and/or heavy equipment previously used for in-water work outside the City of Kirkland shall be cleaned by the Contractor as indicated for "Boats and other Large Aquatic Conveyances Transported Overland", as described in the "Invasive Species Management Protocols" published by the Washington State Department of Fish and Wildlife (WDFW) (Draft Version 3, February 2016).

The Contractor is only required to follow Level 2 Decontamination Protocols in the Work area when indicated in the Contract documents.

All labor and materials required for completing decontamination and cleaning protocols shall be incidental to the Contract bid items, unless otherwise indicated in the Contract Documents.

(January 1, 2021 COK GSP)

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

Supplement this section with the following:

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

CSWGP Permit Number (if issued):

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

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

Revise the paragraph 6 to read:

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

Revise the paragraph 8 to read:

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

(January 1, 2021 COK GSP)

1-07.6 Permits and Licenses

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

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

Supplement second paragraph of this section with the following:

7. When a violation of the Construction Stormwater General Permit (CSWGP) and/or Kirkland Municipal Code KMC 15.52 occurs, Contractor shall immediately notify the City of Kirkland Spill Hotline (425) 587-3900. Contractor shall also report to the Engineer and other agencies as identified in the

Contractor's Spill Prevention, Control, and Countermeasures (SPCC) Plan
(prepared in accordance with Section 1-07.15(1)).

(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.

(January 3, 2020 APWA GSP)

1-07.9(5) *Required Documents*

Delete this section and replace it with the following:

General

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

Intents and Affidavits

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

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

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

Certified Payrolls

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

Penalties for Noncompliance

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

1-07.9(5)A Required Documents

(December 30, 2022 APWA GSP)

This section is revised to read as follows:

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

(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:

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

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

Utility	Agency/Company	Address	Contact	Phone
Water/Sewer	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Tom Chriest	(425) 587-3900
Storm Drainage	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Jason Osborn	(425) 587-3900
Water / Sewer (North area of Kirkland)	Northshore Utility District	6380 NE 185th St Kenmore, WA 98028	George Matote Kelly Nesbitt	(425) 398-4400 (425) 521-3750
Street	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Chris Gavigan	(425) 587-3900
Natural Gas	Puget Sound Energy	P.O. Box 97034 EST-11W Bellevue, WA 98009- 9734	Kiara Skye	(425) 213-9205
Electric	Puget Sound Energy	35131 SE Center St Snoqualmie, WA 98065	Kiara Skye	(425) 213-9205
Telephone/ FIOS	Ziply Fiber	P.O. Box 1127 Everett, WA 98206	Cheryl Schneider	(425) 949-0230
FIOS	Astrobound/Wave Broadband		Richard Hays	(360) 631-4134
FIOS	CenturyLink/Lumen	22817 SE Issaquah- Fall City Rd, WA, 98027	Kayvan Fassnacht	(425) 213-9378
FIOS	Zayo	22651 83 rd 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
Network	Verizon/MCI	11311 NE 120 th St Kirkland, WA 98034	Brad Landis Scott Christenson	(425) 201-0901 (425) 471-1079
School District Transportation	Lake Washington School District	15212 NE 95th St Redmond, WA 98052	Laura DeGooyer	(425) 936-1133
Transit	King County METRO	MS SVQ-TR-0100	David Freeman	(206) 477-1140

		1270 6th Ave S Seattle, WA 98134		(206) 477-0438
Water (Northeast area of Kirkland)	Woodinville Water District	17238 NE Woodinville Duvall Road, Woodinville, WA 98072	Christian Hoffman	(425) 487-4142
Olympic Pipeline	BP		Kenneth Metcalf Joseph Stone	(425) 981-2575 (425) 981-2506
Water (along 132 nd Ave NE)	Seattle Public Utilities		Mike Freeman	(206) 684-8117

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

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

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

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

Other Notifications

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

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

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

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

(January 1, 2016 COK GSP)

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

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

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2024 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, Consultants hired by the Contracting Agency to administer the Construction and volunteers

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

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

1-07.18(3) Subcontractors

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

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

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured

endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed

operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(January 4, 2016 APWA GSP)

1-07.18(5)D Excess or Umbrella Liability

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than **two million dollars (\$2,000,000)** each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

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

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

(December 30, 2022 APWA GSP)
1-07.18(5)K Professional Liability

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

Such policy shall provide the following minimum limits:

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

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

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

(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 always kept accessible to fire fighting equipment. Provision shall be made by the Contractor to ensure the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, and storm sewer facilities throughout the project. Temporary interruption of service will be allowed only with the permission of the Engineer.

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

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

(January 1, 2016 COK GSP; may not be used on FHWA-funded projects; note optional/conditional nature of use for other City projects))

Pedestrian Control and Protection

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

reflectorization shall be provided during hours of darkness. All walkways shall be maintained with at least 4 feet clear width.

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

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

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

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

(May 2, 2017 APWA GSP)

1-07.23(1) Construction under Traffic

Revise the third sentence of the second paragraph to read:

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

(July 23, 2015 APWA GSP)

1-07.24 Rights of Way

Delete this section and replace it with the following:

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

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

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

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

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

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

(January 1, 2021 COK GSP)

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

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

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

(May 25, 2006 APWA GSP)

1-08.0 Preliminary Matters

Add the following new section:

(October 10, 2008 APWA GSP)

1-08.0(1) Preconstruction Conference

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

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

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

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

(January 1, 2021 COK GSP; may not be used on FHWA-funded projects)

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 3:00 p.m. – 6:00 p.m., except emergency work to restore services, unless a City-approved traffic control plan allows work during the peak hours. The following streets are classified as arterials:

STREET	FROM	TO
Central Way/NE 85th St	Market St	132nd Ave NE
Juanita Dr NE /NE Juanita Dr	NE 143 rd St (City Limits)	98th Ave NE
Juanita Woodinville Way	100 th Ave NE	NE 145 th St (City Limits)
Lake St/Lake Washington Blvd/Northup Wy	Central Way	Northup Way (City Limits)
Kirkland Ave/Kirkland Way	Lake St	NE 85 th St
Lakeview Dr /NE 68th St/NE 70th St	Lake Washington Blvd	132nd Ave NE
Market St/98th Ave NE/100th Ave NE	Central Way	NE 145 th St (City Limits)
NE 116th St	98th Ave NE	Slater Ave NE
NE 120th St/132nd Ave NE	Slater Ave NE	NE 60th St (City Limits)
NE 124th St	100th Ave NE	East City Limits
NE 128th St	116 th Ave NE/116 th Way NE	120 th Ave NE
Simonds Rd NE	92 nd Ave NE (City Limits)	100 th Ave NE
Slater Ave NE	NE 116 th St	NE 124 th St
Totem Lake Blvd	NE 132nd St	124th Ave NE
3 rd Street/State Street	Central Way	NE 68 th Street/Lakeview Dr.

6 th St/6 th St S/108 th Ave NE	Central Way/NE 85 th St	South City Limits
90 th Ave NE/NE 131st Way/NE 132nd St	NE 134 th St	132nd Ave NE
120 th Ave NE/116 th Ave NE/116 th Way NE	NE 112 th St	NE 132 nd St
124th Ave NE	NE 85th St	NE 124th St
124th Ave NE	NE 132 nd St	NE 145 th PI (City Limits)

(December 8, 2014 APWA GSP)

Add new Section 1-08.0(2).

1-08.0(2) Hours of Work

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 3:30 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than **5 business days** prior to the day(s) the Contractor is requesting to change the hours.

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

(December 30, 2022 APWA GSP, Option A)
1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

A subcontractor or lower tier 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 (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every subcontractor and lower tier subcontractor's retainage has been released.

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency 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 lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.1(7)A Payment Reporting
(January 4, 2024 APWA GSP)

Revise this section to read: "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.

(December 30, 2022 APWA GSP)

1-08.3(2)A Type A Progress Schedule

Revise this section to read:

The Contractor shall submit a copy 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 submitt

(July 23, 2015 APWA GSP)

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work

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

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

(December 30, 2022 APWA GSP, Option A)

1-08.5 Time for Completion

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and 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 Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

(January 1, 2016 COK GSP)

Section 1-08.5 is supplemented with the following:

This project shall be substantially completed in its entirety within **80** 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 complete the RRFB System for 124th Ave NE & NE 104th St prior to December 31, 2024.
2. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
3. To authorize the Engineer to deduct these liquidated damages from any money due or coming to the Contractor.

LIQUIDATED DAMAGES FORMULA

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

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

Where:

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

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

(December 30, 2022 APWA GSP, Option 1)

1-09.2(1) General Requirements for Weighing Equipment

Revise the third paragraph to read:

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

(December 30, 2022 APWA GSP, Option 2)

1-09.2(1) General Requirements for Weighing Equipment

Revise item 4 of the fifth paragraph to read:

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

(January 1, 2016 COK GSP)

1-09.2(1) General Requirements for Weighing Equipment

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

Trucks and Tickets

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

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

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

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

(December 30, 2022 APWA GSP)
1-09.2(5) Measurement

Revise the first paragraph to read:

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

(December 30, 2022 APWA GSP)

1-09.6 Force Account

Supplement this section with the following:

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

(December 30, 2022 APWA GSP)

1-09.7 Mobilization

Delete this Section and replace it with the following:

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor 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.

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.

(December 30, 2022 APWA GSP)

1-09.9 Payments

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.

(January 1, 2016 COK GSP)

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

(December 30, 2022 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 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.

(January 19, 2022 APWA GSP)

1-09.13(1) *General*

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.

1-09.13 Claims Resolution

(February 1, 2021 COK GSP) Option B

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

Delete this Section and replace it with the following:

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

(November 30, 2018 APWA GSP)

1-09.13(3)A Administration of Arbitration

Revise the third paragraph to read:

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

(December 30, 2022 APWA GSP)

1-09.13 (4) Venue for Litigation

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.

1-10 TEMPORARY TRAFFIC CONTROL

(January 1, 2016 COK GSP)

1-10.2 Traffic Control Management

1-10.2(2) Traffic Control Plans

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

The Contractor shall submit a traffic control plan or plans showing a method of handling traffic including pedestrian and bicycle traffic. All construction signs, flaggers, spotters and other traffic control devices shall be shown on the traffic control plan(s) except for emergency situations. The contractor shall utilize City of Kirkland Pre-Approved Plans Policy R-29 for traffic control plan requirements and guidelines.

(May 16, 2006 COK GSP)

1-10.3 Traffic Control Labor, Procedures, and Devices

1-10.3(1)B Other Traffic Control Labor

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

Off Duty Police

When construction activities occur at or near a signalized intersection, the Contractor shall provide an off-duty uniformed police officer to control the flow of traffic through the intersection. It is the Contractor's responsibility to coordinate the scheduling of the Uniformed Police Officer (UPO). The contractor shall utilize City of Kirkland Pre-Approved Plans Policy R-29 for UPO requirements.

(April 18, 2018 COK GSP)

1-10.3(3)C Portable Changeable Message Sign

Supplement this section with the following:

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

1-10.4 Measurement

(May 16, 2006 COK GSP)

1-10.4(2) Item Bids with Lump Sum for Incidentals

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

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

1-10.5 Payment

(December 30, 2022 APWA GSP, requires approval for use on FHWA-funded projects)

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

Revise the pay item name to read:

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

(May 16, 2006 COK GSP)

1-10.5(2) Item Bids with Lump Sum for Incidentals

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

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

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

(May 16, 2006 COK GSP)

1-10.5(3) Reinstating Unit Items with Lump Sum Traffic Control

Supplement this Section with the following:

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

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

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

“Project Temporary Traffic Control”, lump sum.

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

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

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

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

All costs for minimizing drop-offs and maintaining access to existing streets and driveways including, but not limited to, steel sheeting, and channelization devices, shall be included by the Contractor in the lump sum Bid price for "Project Temporary Traffic Control". No additional or separate compensation will be allowed.

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

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

END OF DIVISION 1

2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP

2-01.1 (5) Description (Trim Vegetation)

Trim Vegetation is to be performed upon trees, shrubs and other vegetation within the project area that will not be removed but must be trimmed to allow for installation of and/or final placement of project improvements. Contractor to coordinate trimming with adjacent property owners.

2-01.3 Construction Requirements

Supplement Section 2-01.3(2) with the following:

Contractor shall coordinate with adjacent property owners before proceeding with any clearing and grubbing. Contractor shall clear and grub areas needed to construct the improvements on the plans or as directed by the engineer. Hedges shall be cleared and stumps grubbed to the extent feasible while protecting in place the adjacent rockery. Any remaining portions of the stumps or root systems shall be grubbed to a depth no less than 24 inches below finish grade. Glyphosate shall be applied to the exposed stumps in their entirety with a brush and covered with plastic. Allow for a minimum of two weeks prior to commencing backfilling or grading, or as directed by the Engineer.

Adjacent rockery and fences shall be protected in place to the greatest extent possible. If disturbed, the rockery or fence shall be restored to its original condition at no expense to the Owner.

2-01.3 (5) Construction Requirements (Trim Vegetation)

Trees, shrubs and other vegetation shall be trimmed such that appropriate installation and access to points of installation of project improvements can occur. This generally includes, but is not limited to,

the trimming of vegetation for forming of concrete curbing and sidewalks, trenching for buried utilities, the installation of pedestrian signage and the installation of Rapid Flashing Beacon units.

Vegetation shall be trimmed such that the permanent installation of sidewalks associated with project improvements will be ADA accessible. Vegetation shall be trimmed such that the RRFB is not obstructed by shrubs or overhead tree branches.

Vegetation shall be trimmed such that the entire tree or shrub will not die as a result of the trimming.

2-01.4 Measurement

Trim Vegetation to be measured per lump sum.

2-01.5 Payment

Add the following to the end of the first paragraph of this section:

Clearing and Grubbing	LS
Trim Vegetation	LS

Shall include all labor, equipment, methods, and materials necessary and incidental to complete the work shown on the plans. Includes removal and haul of boulders, tree removal including stumps, and tree trimming indicated on the plans to the extent directed by the Engineer. Tree removal will be paid under clearing and grubbing.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (***)**

Project Site Locations and Items to be Removed

SCHEDULE A (21NSP01) – 132ND AVE NE & NE 129TH PL:

- N/A

SCHEDULE A (21NSP02) – 124TH AVE NE & NE 104TH ST:

- N/A

SCHEDULE B (23NSP01) – NE 80TH ST & 126TH AVE NE:

- N/A

SCHEDULE B (23NSP02) – LAKE ST S & 10TH AVE S:

- N/A

SCHEDULE B (23NSP03) – 124TH AVE NE & NE 142ND PL:

- N/A

SCHEDULE B (23NSP04) – 7TH AVE BETWEEN 3RD ST & 4TH ST:

- REMOVE & RESET – Existing group of four mailboxes.
- REMOVE or RELOCATE – One existing rock after coordinating with adjacent property owner.
- REMOVE or RELOCATE – Flagstones and small rockery.

- REMOVE – White picket fence

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

Item 1 in Section 2-02.3(3) is revised to read:

1. Haul broken-up pieces to off-project site, to become property of contractor.

Section 2-02.3(3) is supplemented with the following:

Saw Cutting

All full-depth saw cuts shall be continuous, and shall be made with saws specifically equipped for the purpose. No skip cutting or jack hammering will be allowed unless specifically approved otherwise in writing by the Engineer. The location of all pavement cuts shall be where shown in the Plans or as approved by the Engineer in the field before cutting commences.

The approximate thickness of the asphalt concrete pavement is variable between 4 and 8 inches.

2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

Saw cutting existing pavement will be measured by the linear foot along the surface being cut.

Removing curb and gutter will be measured by the linear foot along the line and slope of the existing curb and gutter prior to removal

Removing sidewalk will be measured by the square yard of sidewalk removed prior to removal.

Removal of asphalt concrete pavement will be measured by the square yard prior to removal.

Removal of existing pipe will be measured by the linear foot along the line and slope of the pipe prior to removal. Any existing pipe removed within the limits of Roadway excavation or Structure excavation will not be measured and will be included in the pay item for Roadway excavation or Structure excavation.

Removal of existing drainage Structures will be measured per each for each drainage Structure removed.

2-02.5 Payment

Add the following to the end of the first paragraph of this section:

Removal of Structures and Obstructions	LS
--	----

Shall include all labor, equipment, methods, and materials necessary and incidental to complete the work for removal of pavement, landscape vegetation, sidewalk, curbs and gutters per 2-02.3(3). Including hauling of material underneath whether soil, concrete, and asphalt shall be incidental to this bid item. Any backfill and compaction of the resulting voids will be incidental to this bid item.

Saw Cutting	LF
-------------	----

The unit Contract price per linear foot for "Saw Cutting" shall be full pay for all costs necessary to complete the Work as specified regardless of the depth encountered or the material to be cut, including collection, removal, and disposal of slurry.

Removing Cement Conc. Sidewalk	SY
--------------------------------	----

Removing Cement Conc. Curb and Gutter	LF
---------------------------------------	----

Removing Asphalt Conc. Pavement	SY
---------------------------------	----

The unit Contract price per square yard for "Removing Asphalt Conc. Pavement" shall be full pay for performing the Work as specified, including disposal.

END OF DIVISION 2

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

5-03.1 Description

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

5-03.2 Materials

Stamped Cement Concrete Pavement with materials per the Median Island detail located in the contract plans. Cement Concrete Class 4000.

Modified polymer coating, or approved equal, to be of a "red brick" color that matches the color of a typical brick color. Sample or other documentation shall be submitted to the City to approve the color and pattern.

5-03.3 Construction Requirements

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

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

The top lift of Hot Mix Asphalt shall be re-heated and stamped with a template in such a way that a brick-work, cobblestone final surface is generated. The final brick-work, cobblestone surface shall receive an appropriate amount of modified polymer coating so that the final surface is of a "red brick" color.

5-03.4 Measurement

Stamped Hot Mix Asphalt to be measured per square yard.

5-03.5 Payment

Stamped HMA	Per Square Yard
-------------	-----------------

5-04 HOT MIX ASPHALT

5-04.1 Description (**)**

Section 5-04.1 is supplemented with the following:

Contractor shall provide Asphalt Walk per detail on sheet 5 of plans.

5-04.2 Materials (**)**

Section 5-04.2 is supplemented with the following:

HMA shall be Class 1/2" PG 64-22

5-04.4 Measurement (****)

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

The bid items “HMA Class G, PG 64-22 for Asphalt Walk” and “HMA Class 1/2-inch, PG 64-22” will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

5-04.5 Payment

Add the following to the end of the first paragraph of this section:

HMA Class G, PG 64-22 for Asphalt Walk	TN
HMA Class 1/2-inch, PG 64-22	TN
HMA Transition	EA

The unit contract price for “HMA Class G, PG 64-22 for Asphalt Walk”, including all incidental work, shall be full compensation for all labor, materials, tools, and equipment for surface preparation, place and compact material, tack coat, adjust utility castings, and any other work necessary for a complete installation meeting the requirements of the detail on sheet 5 of the plans.

The unit contract price for “HMA Class 1/2-inch, PG 64-22” including all incidental work, shall be full compensation for all costs incurred to carry out the requirements of Standard Specification Section 5-04 including but not limited to labor, tools, equipment, materials, surface preparation, joint sealing, tack coat, paving asphalt, compaction, and all other associated costs.

HMA Transition will be composed of a 5' x 5' x 6" taper ramp with a 25 SF to 50 SF landing that is 3" compacted thickness. Up to 2 tons of HMA Class ½ inch, PG 64-22 included in your HMA Transition per each unit bid.

END OF DIVISION 5

8-01 MISCELLANEOUS CONSTRUCTION

8-01.1 Description (COK GSP)

Section 8-01.1 is supplemented with the following:

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

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

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

Site Specific BMPs and SWPPP Plan

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

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

8-01.3 Construction Requirements (COK GSP)

Section 8-01.3 is supplemented with the following:

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

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

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

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

8-01.3(1) General

8-01.3(1)A Submittals (COK GSP)

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

Stormwater Pollution Prevention Plan

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

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

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

The Ecology template can be found at the following link:

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

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

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

Supplement this the second paragraph with the following:

3. Inspecting all on-site erosion and sediment control BMPs at least once every five working days and within 24 hours of every runoff event. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report

or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but not be limited to the following:

- a. When, where, and how BMPs were installed, maintained, modified, and removed.
- b. Observations of BMP effectiveness and proper placement.
- c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
- d. Approximate amount of precipitation since last inspection and when last inspection was performed.

4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:

- a. SWPPP Inspection Reports or Forms.
- b. SWPPP narrative.
- c. Other applicable permits.

8-01.3(1)C *Water Management (COK GSP)*

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

The Contractor will be responsible for meeting the SWPPP requirements.

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

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

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

8-01.4 Measurement (***)**

Section 8-01.4 is supplemented with the following:

Measurement for Erosion/Water Pollution Control shall be Lump Sum.

8-01.5 Payment (***)**

Erosion/Water Pollution Control	Per Lump Sum
---------------------------------	--------------

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

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

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

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.3 Construction Requirements

(****)

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

Supplement Section 8-04.3 with the following:

Cement concrete traffic curb and gutter and pedestrian curb shall be constructed with air-entrained Class 4000 concrete in accordance with City of Kirkland Standard Details. The Gutter pan slope shall match the adjacent paved surface.

(*****)

8-04.4 Measurement

Add the following to the end of the first paragraph of this section:

Measurement of "Cement Concrete Curb and Gutter, Type A" and "Cement Concrete Pedestrian Curb shall include crushed rock base course as required by City of Kirkland Pre-approved Plan CK-R.17 and CK-R.17A, respectively. Adjustments of water valve boxes to grade shall also be included in the measurement of "Cement Concrete Curb and Gutter, Type A". No separate measurement or payment shall be made for adjustment of water valve boxes to grade.

(*****)

8-04.5 Payment

Add the following to the end of the first paragraph of this section:

Cement Concrete Curb and Gutter, Type A	Per Linear Foot
Cement Concrete Extruded Curb	Per Linear Foot
Cement Concrete Pedestrian Curb	Per Linear Foot

Mountable Median Curb	Per Linear Foot
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The per linear foot price bid for "Cement Concrete Curb and Gutter, Type A" and "Cement Concrete Vertical Curb" shall be full compensation for all labor, materials, tools, and equipment necessary and incidental to the complete installation of the full vertical section of the concrete curb and gutter and the concrete vertical curb per City of Kirkland Pre-approved Plan CK-R.17 and CK-R.17C, respectively, and the contract plans including all subgrade preparation, cement concrete, crushed rock base course, adjustment of water valve boxes to grade, testing and related materials.

(****)

Add the following new Section:

8-05 MISCLEANEOUS WORK

This work shall consist of providing miscellaneous construction work and documentation as described herein, including the identification and resolution of utility conflicts not identified in the Plans between proposed improvements and existing utilities.

8-05.3 Potholing (**)**

Potholing has been included in the Proposal for the use in the determination of the location of existing utilities in advance of the Contractor's operations. The Engineer shall approve all potholing requests from the Contractor prior to potholing. Additionally, the Contractor shall provide potholes at Engineer's request. The Contractor shall review the utility markings in the field after construction staking has been provided but prior to starting of installation of utilities.

When potholing is performed the Contractor shall:

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

Should a conflict exist the Contractor shall notify the Engineer and Northshore Utility District as soon as possible. A revised design will be provided within seven (7) working days upon the receipt of the written notification of a utility conflict.

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

8-05.4 Measurement (**)**

Add the following new section:

8-09 RAISED PAVEMENT MARKERS – TYPE 2 – YELLOW

8-09.3 Construction Requirements

8-09.3(1) Preliminary Spotting

Section 8-09.3(1) is supplemented with the following:

Pavement markers shall be located per Contract Plans.

8-09.4 Measurement

Section 8-09.4 is replaced with the following:

Measurement of markers will be measured per each.

8-09.5 Payment

Section 8-09.5 is replaced with the following:

Raised Pavement Marker Type 2	Per Each
-------------------------------	----------

8-10 GUIDE POSTS

8-10.1 Description

Section 8-10.1 is supplemented with the following:

(*****)

This Work shall consist of furnishing and installing tubular markers at the locations indicated in the Plans or where designated by the Engineer.

8-10.2 Materials

Section 8-10.2 is supplemented with the following:

(*****)

Tubular markers shall be as follows:

City Post® with “Easy Spin” installation as manufactured by Pexco, or approved equivalent.

Diameter: 3 inches, nominal
Height: 48 inches
Color: White
Reflective Sheeting: Abrasion Resistant AR 1000
Anchor Cup: 4-inch aluminum, embedded
Options: Anchor cup plug; tightening wrench
Pexco LLD
3110 70th Ave. E
Tacoma, WA 98424
(253) 922-4502
www.pexco.com

The above referenced product is considered the basis of design.

8-10.3 Construction Requirements

Section 8-10.3 is supplemented with the following:

(****)

The Contractor shall install the tubular markers in accordance with the manufacturer's Specifications and Installation Guide and Recommendations.

8-10.4 Measurement

Section 8-10.4 is supplemented with the following:

(****)

Tubular markers will be measured by the unit for each tubular marker furnished and installed.

8-10.5 Payment

Section 8-10.5 is supplemented with the following:

(****)

"Tubular Markers (white with reflective tape) Mounted to Pavement Surface", per each.

The unit Contract price per each for "Tubular Marker shall be full pay for all Work as specified to furnish and install tubular markers, including coring or surface mounting.

(****)

Add the following new Section:

8-14 CEMENT CONCRETE SIDEWALKS

(*****)

8-14.3 Construction Requirements

Replace this Section with the following:

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

(*****)

8-14.3(3) *Placing and Finishing Concrete*

The fourth paragraph of Section 8-14.3(3) shall be replaced with the following:

Sidewalk ramps shall be of the type specified in the Plans. The detectable warning pattern shall have the truncated dome shape shown in the Standard Plans and shall be installed by adding a manufactured material before the concrete has cured. Acceptable manufacturers' products are shown on the Qualified Products List.

(*****)

Add the following new Section:

8-14.3(6) Curb Ramps

Curb ramps on this project shall be constructed in accordance with WSDOT standard plans or as may otherwise specified on the Contract Plans.

Compliance with ADA Standards is taken very serious and minor modifications to the grades and dimensions shown on the Plans may be required to meet current standards. Therefore, prior to pouring concrete at the curb ramp locations, the Contractor shall have each ramp inspected and receive written approval from the on-site inspector that the forms are set in compliance with ADA Standards. Ramps poured without written approval which do not meet the current ADA standards shall be removed and replaced at the Contractors expense, regardless of whether or not they conform to the dimensions shown on the Plans.

Per the Standard Specifications and standard plan, detectable warning surfaces shall be furnished and installed on each curb ramp.

8-14.4 Measurement (***)**

Section 8-14.4 is supplemented with the following:

“Cement Conc. Sidewalk” shall be measured by square yard of horizontal concrete surface area of sidewalks as shown in the Project Plans or as-built if field adjustments to the contract limits are approved by the Engineer. All sawcutting, excavation, backfill, and compaction; crushed surfacing top course base; forming and finishing; and other ancillary work related to the complete installation of the sidewalk are included in the measurement and incidental to this item.

“Cement Conc. Curb Ramp” shall be measured per each curb ramp as shown in the Project Plans or as-built if field adjustments to the contract limits are approved by the Engineer. All sawcutting, excavation, backfill, and compaction; crushed surfacing top course base; forming and finishing; and other ancillary work related to the complete installation of the are included in the measurement and incidental to this item.

Supply and installation of detectable warning surface(s) shall be incidental to the completed curb ramp. No separate measurement or payment shall be made for detectable warning surfaces.

8-14.5 Payment (***)**

Section 8-14.5 is supplemented with the following:

Cement Conc. Sidewalk	Per Square Yard
Cement Conc. Curb Ramp - Parallel	Per Each
Cement Conc. Curb Ramp - Perpendicular	Per Each
Cement Conc. Curb Ramp – Combination	Per Each

The Contract Bid price for “Cement Conc. Sidewalk”, per square yard, shall be full compensation for all labor, tools, materials, and equipment necessary to provide forms; procure and pour concrete; and perform finish work and testing for all concrete at locations and to the lines and grades shown on the Plans The cost for all incidental items of work, including but not limited to providing expansion joints, joint filler, excavation and base preparation, finishing, and providing white polyethylene sheeting for curing shall be incidental and included in the unit contract price. No additional compensation will be made.

The Contract Bid price for "Cement Conc. Curb Ramp", per each, shall be full compensation for all labor, tools, materials, and equipment necessary to provide forms; procure and pour concrete; and perform finish work and testing for all concrete at locations and to the lines and grades shown on the Plans. The cost for all incidental items of work, including but not limited to providing detectable warning surface, expansion joints, joint filler, excavation and base preparation, finishing, and providing white polyethylene sheeting for curing shall be incidental and included in the unit contract price. No additional compensation will be made.

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS

8-20.1 Description

(*****)

The first paragraph of this section shall be supplemented with the following:

The electrical work includes furnishing, installing and field-testing all materials necessary to provide complete and operational AC Powered Rectangular Rapid Flashing Beacon (RRFB) systems and Illumination systems that include but are not limited to: luminaires, luminaire poles, RRFB poles and bases, foundations, controller cabinets, service cabinets, conduits, wiring, junction boxes and other incidental materials as may be required to complete construction of above listed systems and comply with the Plans and these Specifications.

The work shall consist of, but not necessarily be limited to:

- Installation of AC Powered Rectangular Rapid Flashing Beacon (RRFB) Assemblies

All work shall be performed as shown in the Plans in accordance with applicable Standard Specifications and Standard Plans and the following Special Provisions. Unless otherwise noted, the location poles, cabinets, conduits, junction boxes and appurtenances shown in the Plans are approximate; and the exact location will be established by the Engineer in the field.

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

See Division 9 for material requirements.

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

8-20.1(1) Regulations and Code

Supplement this Section with the following:

(*****)

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

All materials and methods required under this section, unless otherwise superseded herein, shall conform to the 2020 edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (herein referred to as Standard Specifications), to all current amendments to the Standard Specifications, to the latest edition of the State of Washington Standard Plans for Road, Bridge, and Municipal Construction (herein referred to as the Standard Plans), to the State of Washington Sign Fabrication Manual, to the City of Kirkland Standard Specifications and Details, to the latest edition of the National Electric Code (NEC), and to the current edition of the Manual on

Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington. All street name signs shall comply with the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD).

8-20.1(2) Industry Codes and Standards

Supplement this Section with the following:

(*****)

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

8-20.3 Construction Requirements

8-20.3(1) General

The following paragraph shall be added to the end of this section:

(*****)

The item "RRFB Assembly" shall be provided and installed as complete and operational assemblies including but not limited to any required excavation and backfill, wiring and conduit, electrical grounding, concrete foundation, support pole and pole base, signage, flashers/lights, controller cabinets, push buttons, and all necessary anchors and fasteners in accordance with the details and special provisions of the contract documents and all applicable Standard Specifications.

Contractor to coordinate with utility provider(s) as required to connect to power source(s).

8-20.3(5)E1 Open Trenching

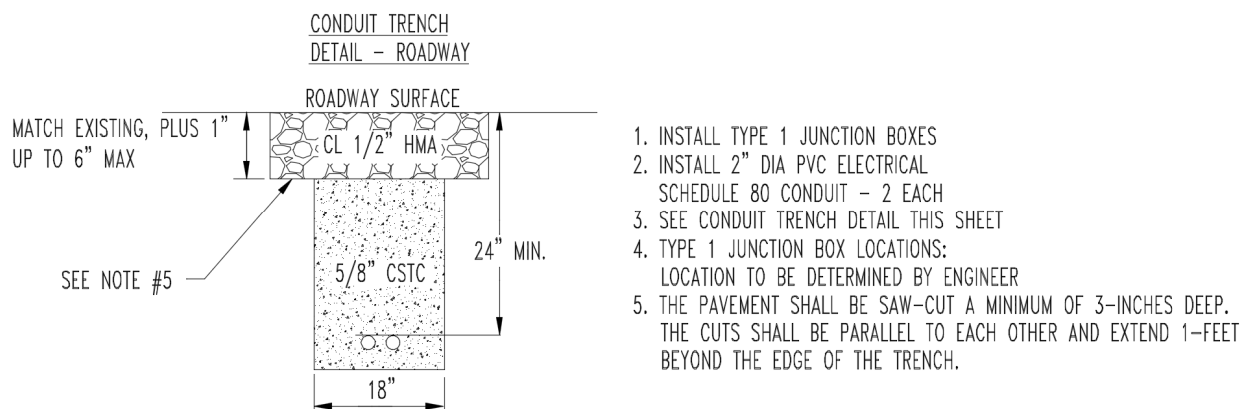
This section of the Special Provisions is revised as follows:

(*****)

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

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

See below for Conduit Trench backfill detail:



8-20.3(4) Foundations

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

The foundation for Type PS Pedestrian Signal Post (Type D Mounting) shall conform to WSDOT Standard Plan J-20.11 and IS-13, or as indicated in contract plans.

8-20.3(5) Conduit

(*****)

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

The conduit runs shown in the Plans are schematic, however, they shall be followed as closely as site conditions will allow and may be revised, as directed by the Engineer, to allow for unforeseen obstructions. Conduits installed under paved Roadway shall be located approximately parallel to the curb line, unless otherwise indicated in the Plans or directed by the Engineer.

All conduit in Roadways shall be placed prior to any pavement construction.

Each conduit run shall contain a 200-pound breaking strength polyolefin pull cord, which shall be tied off at both ends.

All conduit installed underground shall have polyethylene underground hazard marking tape, six (6) inches wide, red, legend "Caution-Electric Line Buried Below," placed approximately twelve (12) inches above the conduit.

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

Existing conduit in place scheduled to receive new conductors shall have any existing conductors removed and a cleaning mandrel sized for the conduit shall be pulled through.

Detectable Pull Tape

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

8-20.3(5)B Conduit Type

(*****)

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

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

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

(*****)

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

The locations of the junction boxes as shown in the Plans are approximate and the exact locations shall be determined in the field. Junction boxes shall be located outside the Traveled Way, wheelchair ramps and landings (unless otherwise approved by Engineer), and driveways. The new junction box shall not interfere with any other previous or relocated installation. The lid shall also be flush with its frame and with the surrounding area whether it is Shoulder, sidewalk, or other surface.

When junction boxes are installed within cement concrete areas, the Contractor shall adjust junction boxes to grade prior to pouring the cement concrete.

When junction boxes are installed or adjusted prior to construction of finished grade, pre-molded joint filler for expansion joints may be placed around the junction boxes. The joint filler shall be removed prior to adjustment to finished grade.

Adjustments involving raising or lowering the junction boxes shall require conduit modification if the resultant clearance between top of conduit and the junction box lid becomes less than 9-inches as shown in the junction box details in the Plans. Wiring shall be replaced if sufficient slack as specified in Section 8-20.3(8) of the Standard Specifications is not maintained.

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

The Contractor shall reconfigure conduits in existing junction boxes as shown in the details in the Plans where the minimum bend radius of the fiber is not achievable. The integrity of the junction box shall be maintained. If damage occurs, the Engineer shall be contacted immediately.

Prior to the use of any existing junction box, the Contractor shall verify that sufficient bending radius, as defined by the Code, is available both approaching and within the box for the cable being installed. If such is not the case, the Contractor shall notify the Engineer, who shall be the sole judge of whether new conduit bends or a new junction box shall be installed.

Damage to the junction boxes, pull boxes, cable vaults and the associated conduit system, or wiring resulting from the Contractor's operations, shall be replaced at no additional cost to the Contracting Agency.

When using an existing junction box, the Contractor shall modify the junction box such that it will be bonded to the grounding system.

Junction boxes requiring adjustment within walking areas shall include replacement of non-slip resistant lids with approved slip resistant lids as determined by the Engineer.

8-20.5 Payment

This section shall be supplemented as follows:

(*****)

Payment will be made in accordance with the Special Provisions, Section 1-04.1, for each of the following rectangular rapid flashing beacon (RRFB) systems that are included in the proposal, per lump sum, for each location:

Bid Item by Location	Measurement
NSP 2021 SITE 1 – 132 ND AVE NE & NE 129 TH PL	Lump Sum
NSP 2021 SITE 2 – 124 TH AVE NE & NE 104 TH ST	Lump Sum
NSP 2023 SITE 2 – LAKE ST S & 10 TH Ave S	Lump Sum
NSP 2023 SITE 3 – 124 TH AVE NE & NE 142 ND PL	Lump Sum

The lump sum contract price for each location shall each be full payment for all labor, materials, tools, and equipment necessary or incidental to the furnishing and installation of a complete permanent Rectangular Rapid Flashing Beacon (RRFB) system as described in these Plans and Specifications. The lump sum Contract price shall include, but not be limited to, the furnishing and installation of poles, foundations, push buttons, flashing beacons, signage, trenching, potholing, backfill, conduit, pull rope, junction boxes, and wiring. The lump sum Contract price shall include coordination with local agencies,

Puget Sound Energy, electrical inspections, testing, permits, as-built plans, and all other work necessary or incidental to constructing a complete system. Coordination of electrical service connections with the power company and any necessary permits and fees associated with the service connections shall be considered incidental to the lump sum Contract price, and no additional compensation will be made.

Sawcutting, pipe zone bedding, gravel borrow, shall be incidental to the items in this Section and no separate payment will be made.

All components of the RRFB system shall be new. No salvaged or refurbished equipment will be allowed.

8-21 PERMANENT SIGNING

8-21.2 Materials

Section 8-21.2 is supplemented with the following:

Sign facing shall be Type III (High Intensity Grade) retroreflective in accordance with Section 9-28.

8-21.3 Construction Requirements

(*****)

The first paragraph of this section shall be replaced with the following:

The contractor shall remove or relocate existing signs as shown on the contract plans. All relocated signs shall have new bases and poles provided by the contractor and new signs replaced where noted on the contract plans. All unused signs, bases, and poles shall be inspected by the City and if wanted, provided to the City by the contractor at no additional cost. Any unwanted items shall be disposed of at the contractor's expense.

The contractor shall provide all materials, posts, bases, and signs for all new signage shown on the contract plans and install new and relocated signage in accordance with City of Kirkland Pre-Approved Plan No. CK-R.43. Alternate sign base and foundation installation may be proposed by the contractor for approval of the project engineer. Any alternates shall be provided to the City inspector for review and approval prior to construction.

(*****)

8-21.4 Measurement

This section shall be supplemented as follows:

(*****)

"Permanent & Temporary Signing" shall include all signage to be removed, and replaced with current standard signage to be installed as shown on the project plans in accordance with City of Kirkland Pre-approved plan CK-R.43. All work to remove, and install of new signage with the types shown on the contract plans shall be measured and paid as a lump sum.

(*****)

8-21.5 Payment

This section shall be supplemented as follows:

(*****)

Permanent & Temporary Signing	LS
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The unit contract price for "Permanent & Temporary Signing" shall be full compensation for all labor, materials, tools, and equipment necessary and incidental to the completion of the work including new support bases and poles, remove existing signage, core drilling existing cement concrete sidewalk, excavation, cement concrete foundation, backfill and compaction, fasteners, maintaining temporary signs and posts during the relocation of the permanent signs, and installation of current standard signs in accordance with the project plans, specifications, and Standard Plans.

The unit contract price for "Permanent & Temporary Signing" shall be full compensation for all work and materials necessary to install new signs in accordance with the Plans and details, including all costs associated with furnishing, and installing.

8-22 PAVEMENT MARKING (***)**

8-22.5 Payment

This section shall be supplemented as follows:

(*****)

18" Thermoplastic Stop Bar	Linear Foot
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8-24 ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING (***)**

8-24.1 Description

Section 8-24.1 is supplemented with the following:

This Work includes providing and installing aesthetic landscape rocks where shown in the Plans or as directed by the Engineer.

8-24.2 Materials

Section 8-24.2 is supplemented with the following:

See city rockery wall detail.

8-24.3 Construction Requirements

Refer to plan set for Rock Wall material and construction requirements.

8-24.4 Measurement

The first paragraph of Section 8-24.4 is deleted and replaced with the following:

Rock wall will be measured by the square foot of completed wall in place. The bottom limits for vertical measurement will be the bottom of the bottom layer of rock. The top limit for vertical measurement will be the top of the top layer of rock. The horizontal limits for measurement are from the end of the wall to the end of the wall.

8-24.5 Payment

The second and third paragraphs of Section 8-24.5 are deleted and replaced with the following:

Rockery Wall	SF
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The pay item "Rockery Wall, 1 – 10' High Including Backfill and Drain Pipe" shall include the Backfill for Rock Wall and Underdrain Pipe and Pipe bedding and will be paid for as Face Square Foot of the finished wall.

8-26 HANDRAIL RESTORATION (*****)

8-26.1 Description

Handrail Restoration to consist of the restoration of existing handrail along the lengths depicted in the contract plans to bring the handrail to ADA regulation compliance, including the installation of a lower, horizontal rail. Installation of new rail pieces shall be in accordance with manufacturers recommendations and requirements and per all notes and specifications on the contract plans.

8-26.2 Materials

Railings shall be steel pipe fabricated and welded to match existing handrail. Lower pipe rail to be installed along the bottom of the existing handrail such that no greater than 4" of space exists between the finished grade and the bottom of pipe rail.

Pipe railing to be of diameter 1-1/4" and shall be given a clear anodic coating at least 0.0006 inch thick. Pipe shall be hot water sealed and have a uniform finish with a painted color that matches the existing handrail.

8-26.3 Construction Requirements

Preparation for welding of bottom rail shall include necessary grinding of existing metal pipe or any related connection preparation for field welding of lower rail to existing rail.

Field welding of pipe shall be done in compliance with latest AASHTO Standard Specifications for structural supports for highway signs, luminaires and traffic signals.

Lower rail installation shall occur for at least the entire length of the disturbed area of newly constructed sidewalk associated with the project. If the sidewalk installed should end between two existing support posts for the existing handrail, lower handrail shall be installed beyond the end of the newly constructed sidewalk to the next available support post.

8-26.4 Measurement

Handrail Restoration to be measured per linear foot.

8-26.5 Payment

Handrail Restoration	Per Linear Foot
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8-27 CUSTOM THERMOPLASTIC TACTICAL URBANISM

8-27.1 Description

The Item is a durable, pavement overlay marking material suitable for streetscape and traffic calming purposes on public roads and private properties. Custom Thermoplastic design to be placed and installed with manufacturer recommendations and requirements and per all notes and specifications on the contract plans.

8-27.2 Materials

Custom Thermoplastic Tactical Urbanism design schematic per the 2' x 2' Repeatable Pattern detail located in the contract plans.

Materials are supplied in 24 inch by 24 inch segments. The material must be factory assembled and interconnected with a compatible material.

8-27.3 Construction Requirements

Pavement shall be clean, dry, and free of debris. Material must be applied in temperatures above 45 degrees Fahrenheit without special storage, preheating or treatment of material prior to application.

Installation of the Custom Thermoplastic Tactical Urbanism is to be installed in accordance with manufacturer requirements by an applicator certified by the material manufacturer.

The Custom Thermoplastic Tactical Urbanism is to be located per the contract plans.

8-27.4 Measurement

Custom Thermoplastic Tactical Urbanism is to be measured per square foot.

8-27.5 Payment

Custom Thermoplastic Tactical Urbanism	Per Square Foot
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8-28 RED CURB PAINT

8-28.1 Description

Red curb paint designates 'no parking zones' for motorists. Motorists are not permitted to park within red curbing limits.

8-28.2 Materials

Red Curb Paint to be [Rust-Oleum Water Base Traffic Zone Striping Paint](#) (available at Grainger) or other water-based red curb marking paint as approved by Engineer.

8-28.3 Construction Requirements

Face and top of curb to be painted with at minimum two coats of curbing paint.

Red curb paint to be located per contract plans. Locations shall be done in compliance with latest City of Kirkland standards and code.

8-28.4 Measurement

Red Curb Paint is to be measured per linear foot.

8-28.5 Payment

Red Curb Paint	Per Linear Foot
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END OF DIVISION 8

DIVISION 9 – MATERIALS

9-29.2(1) Standard Duty and Heavy Duty Junction Boxes

Section 9-29.2(1) is supplemented with the following:

Junction boxes with metal lids located in pedestrian walkway or sidewalk areas shall have non-slip lids provided and installed. Retrofit or replacement lids shall be non-slip.

9-29.2 (1) A2 Non – Concrete Junction Boxes

Non-concrete junction boxes shall not be accepted in the City of Kirkland.

9-29.10 Luminaires

Section 9-29.10 is supplemented with the following:

Roadway Luminaire shall be LED type, GE Evolve model XXX

9-29.11 Control Equipment

9-29.11(2) Photoelectric Controls

The first paragraph of Section 9-29.11(2) is supplemented with the following:

The photoelectric control shall have a minimum 1-year warranty.

9-29.26 Rectangular Rapid Flashing Beacon (RRFB) System

(*****)

ADD New Section:

1.0 Overview

Each RRFB shall be cabinet-based and use AC power. The industry-standard cabinet will house the AC/DC power supply, circuit breaker, charge controller, flash controller, on-board user interface, and wireless communications. Each RRFB shall include from one to four light bars. The RRFB shall conform to all provisions of the MUTCD, Interim Approval IA-21 including flash pattern. The RRFB shall be pre-wired to the maximum extent possible. Solar-powered version of the RRFB shall also be available, including a smaller self-contained version that is fully compatible.

2.0 Mechanical Specifications

The control cabinet shall be constructed from aluminum with a lockable industry standard #2 lock and tamper-proof hinged door. No other external control cabinet shall be required. The control cabinet shall be vented to provide air circulation and cooling of the electronic system. The vents shall be screened to prevent ingress by insects and debris.

The overall weight of the control cabinet shall not exceed 90lbs (41 kg) and shall have the approximate dimensions: 24" H x 16" W x 8" D (61cm H x 41cm W x 21 cm D).

Fasteners shall be stainless steel.

3.0 Fixtures

3.1 Light bars

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

The light bar housing shall be constructed from aluminum and shall have the approximate dimensions: 24" L x 1.5" D x 4.5" H (61.0 cm L x 3.8 cm D x 11.4 cm H).

Each light bar shall conform to all provisions of the MUTCD and FHWA requirements.

Each of the two modules in a light bar shall have 8 LEDs and shall be purpose-built by the manufacturer of the RRFB including the optics. The optics shall be premium, UV-resistant polycarbonate.

Each end of a light bar shall include a side-emitting pedestrian confirmation light composed of a single LED. Users shall have the option of using both confirmation lights for median applications, or covering one confirmation light with an included sticker for side-of-road applications.

The light bar shall be mounted to the post or pole using a separate bracket assembly to facilitate mounting two light bars back-to-back (bi-directional) and to allow the light bar(s) to rotate horizontally for aiming.

The light bar bracket shall be constructed from galvanized or stainless steel and shall have both banding and bolting mounting options and shall be able to be mounted to all specified pole types.

The light bar assembly shall open for access to the wiring connections for the LED modules. LED modules shall be rated to NEMA 3R.

Light bar wiring harnesses shall be included.

Fasteners shall be stainless steel.

3.2 LED Enhanced Signs

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

4.0 Mounting

Mounting adapter hardware for the RRFB cabinet shall be available for 4" – 4.5" round poles or square posts. Side-of-Pole mounting shall offer strapping as standard with an option for Z-bar and U-bolts.

Mounting configurations shall not require specialized tools.

5.0 Configuration

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

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

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

The flash duration shall be adjustable in-the-field from 5 to 60 seconds in one second increments, 60 to 1,200 seconds in 60-second steps, and 3,600 seconds. Default flash duration shall be 20 seconds.

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

The system shall be capable of enabling or disabling ambient brightness auto-adjustment. This feature allows the system to provide optimal output brightness in relation to ambient light levels while always maintaining adherence to SAE J595 Class I specifications. If enabled, the ambient brightness auto-adjustment shall adjust output to a range between 50% and 100% of daytime intensity.

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

- Activation Duration (5 to 60, 60 to 1200, or 3600 seconds)
- Digital output that is active during the flashing cycle that allows the control of external devices such as crosswalk illumination. Digital output shall be configurable for night operation only or operation day or night
- Radio Channel (Choice of 1 to 14)
- Radio Status
- Night Intensity Setting
- Adjustment for Ambient Daytime Brightness
- Self-Test / BIST (Built-In Self-Test) including the detection of shorts or open circuits in the fixture outputs
- Battery Status – General description and actual battery voltage (not applicable for AC model)
- Day or Night Status (as determined by dedicated photosensor)
- Solar Panel Voltage (not applicable for AC model)
- Automatic Light Control. If this safety feature is enabled, it allows the RRFB to temporarily reduce the intensity of the light bars to maintain energy equilibrium. The user interface shall report the amount of dimming being applied in the range of 10% to 100%
- Daily activations averaged over 90 days
- Pushbutton detection
- Firmware Version number

Activation duration, Night intensity setting and adjustment for ambient daytime brightness shall be automatically broadcast to all RRFBs in the system when changed in one RRFB.

6.0 AC/DC Power Supply

The RRFB shall include a universal AC/DC power supply that accepts conventional AC power input and outputs 15 volts DC. It shall be rated for at least 50 watts. AC wiring input shall terminate on a DIN-rail circuit breaker rated for 4 amps.

7.0 Operational Specifications

The RRFB shall meet the minimum photometric specifications of the Society of Automotive Engineers (SAE) standard J595 Class I dated January 2005. A photometric report by a certified third-party testing laboratory shall be provided to demonstrate compliance with J595.

The color of the yellow light bar indications shall meet the specifications of SAE standard J578 (Color Specification) dated December 2006.

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

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

The system shall operate normally within the temperature range of -40 to +161°F (-40 to +72°C)

8.0 Radio System

The radio system shall operate at 2.4GHz

Upon detection of a pushbutton press, an RRFB will broadcast an activation to all other nearby RRFBs sharing the same channel.

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

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

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

9.0 Activations

The system shall be capable of activation by either pedestrian push button, pedestrian push button with voice message, or passive detection. The RRFB shall be capable of operating with either 1 or 2 pushbuttons.

The pedestrian push buttons shall have an LED indicator with audible tone with Piezo control and shall be ADA compliant. The pedestrian push button with voice message shall have three LED indicators, locate tone, and voice message with the MUTCD IA-21 approved message "Yellow lights are flashing". The message shall be spoken twice. The push button shall be ADA compliant with directional arrow.

The passive detection system shall use a short-range microwave sensor providing the necessary range at a low power consumption. The passive detection system shall provide pedestrian presence detection within the targeted area of a crosswalk or trail crossing.

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

If an additional activation occurs while the system is activated, the flash duration shall reset. For example, with the flash duration set to 20 seconds, if an additional activation occurs after the

RRFB has been activated for 15 seconds the RRFB will continue for an additional 20 seconds, or 35 seconds in total.

If the RRFB has ceased operation, any subsequent activation shall activate the RRFB without delay regardless of how recently the RRFB ceased operation.

Pushbutton wiring harnesses shall be included.

Pushbutton shall be Polara iNX model or approved equal.

10.0 Environmental Testing

The RRFB cabinet and light bars shall be rated to a minimum of NEMA 3R.

11.0 Packaging

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

12.0 Qualifications

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

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

Manufacturer shall provide a 5-Year Limited Warranty.

The Manufacturer shall be ISO 9001 certified.

Manufacturer: Carmanah Technologies Inc.

Model: SC315-G AC RRFB

Toll-Free: 1-877-722-8877

www.carmanah.com

Rectangular Rapid Flashing Beacon (RRFB) system shall consist of RRFB LED light bars, controller cabinet, control panel, push button assemblies, and associated warning signs, all mounted on poles (configuration per the Plans).

The rectangular rapid flashing beacons (RRFB) poles, assembly lights and controller shall be furnished by the Contractor and shall be AC SC315-G (AC powered system) by Carmanah and as shown on the Plans. RRFB equipment pole placement shall be per the Plans and details and shall be complete in all respects. Signs shall be per the Plans.

Controller Cabinet

The cabinet shall be manufactured of 0.125" sheet aluminum and shall be Type 3X NEMA enclosure. Nominal cabinet dimensions shall be 13.63" H x 15.5" W x 14.75" D. The cabinet shall be a one (1) compartment type with a neoprene gasket seal for a weather seal. The cabinet shall have wire screened insect proof louvers on each side for ventilation. The louvers shall be designed to not allow any rain to enter the cabinet. On the bottom of the cabinet there shall be two screened insect proof drain holes. The door shall be a single unit with a continuous piano hinge riveted to the door and the cabinet.

The door shall incorporate a neoprene gasket which, when closed, forms a snug weather tight seal. The door lock shall be a standard police lock, reinforced with a steel plate. Each cabinet shall be equipped with the necessary rigid mounts appropriately sized for a pole as dimensioned on the plans. All necessary hardware for proper mounting shall be included.

The Controller Cabinet shall have “BEST” blue core padlock.

Control Panel

The control panel containing the electronics (circuit breaker, surge arrestor, flasher, countdown timer and a 120VAC to 12VDC power supply) shall be mounted in the cabinet using bolts with wing nuts for quick and easy removal. The back panel and flashing beacons shall be connected through a main wiring harness via a circular pin connector (CPC). All modular components shall be connected in such a manner that they are easily removed for replacement or maintenance. Two control panels will be supplied, one in the upper compartment and one in the lower compartment. Each control panel will control the flashing beacons for one set of lanes.

The circuit breaker must be a 1 pole, 20 amp, 120VAC with reversible line or load lugs for line or surface mount wiring. The flasher shall be solid state, 2 circuit device which controls the flashing sequence of the beacon. The flasher will have a selectable flash rate of up to 80 flashes per minute and will flash a duty cycle of 50% on and 50% off. The flasher shall be a separate unit easily removable for maintenance. The flasher will be capable of operating in a temperature range of -40 degrees C and +85 degrees C. The surge arrestor will be capable of protecting up to 120VAC, 60 amp service, will have no follow current, respond in 5 nanoseconds, and will allow automatic recovery. It must be flame retardant epoxy encapsulated. The peak surge current will be 13kA/mode/phase total. The surge arrestor will be approximately 0.5” H x 1.5” W x 2.0” L. It will operate from -40oC to +85o C. The system shall employ countdown timer that allows the end user to adjust the length of time that the RRFBs flash upon activation. The range of time shall be from adjustable from 1 second to a minimum of 1 minute in 1 second intervals. The timer shall operate such that any time the pedestrian pushes the button the timer resets to its preset time to allow the pedestrian the full amount of time to cross the street. The countdown timer will operate from -20 degrees C to + 60 degrees C.

RRFB LED Light Bar

The RRFB shall comply with the latest FHWA guidelines and the housing shall have a brushed Aluminum finish and shall have rectangular shaped, high intensity LED alternating pattern flashing beacons with number of LEDs and configuration per the Plans. Mounting shall be per manufacturer’s recommendation – coordinate work with the Engineer in the field. The RRFBs will follow the flash pattern as specified in the latest interpretation letter from the FHWA dated March 20, 2018 which consists of two cycles of alternating rapid flashes from each light, followed by 2 cycles of rapid flashes from both lights. The beacons shall flash at a rate between 70 – 80 flashes per minute. The LED light on the end facing the pedestrian crosswalk shall be a Whelen Class 1 light.

The LEDs used in the light bar shall meet the SAE J595 requirement for peak luminous (candelas) for Class 1. The vendor shall submit third party lab certification that the LEDs have been tested and certified for Class 1 intensity. The RRFB light bar will be

assembled and wired as a unit. It will consist of a mounting bracket, a bottom shell that attaches to the mounting bracket, and a top shell that attaches to the bottom shell. It shall be mounted to the pole with U-bolts.

RRFB Push Button

The RRFB push button shall be the most current 2-wire Polara INX model, or approved equal.

END OF DIVISION 9

PREVAILING WAGES



City of Kirkland

PREVAILING WAGE RATES

Prevailing wage rates can be found at:
www.lni.wa.gov/tradeslicensing/prevwage/wagerates

Use 2022 rates
(published date - use bid date)

King County

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

City Hall Annex
310 1st Street
Kirkland, WA 98033

The City of Kirkland will mail a hard copy of the applicable wage rates upon request.
Send your request to the Project Engineer, or jvandervaat@kirklandwa.gov.