NE 68th St Pedestrian and Bicyclist Safety Improvements, Kirkland

TABLE OF CONTENTS

SPECIAL PROVISIONS 2

DIVISION 1 – GENERAL REQUIREMENTS 3

1-01 DEFINITIONS AND TERMS 3
1-02 BID PROCEDURES AND CONDITIONS 5
1-03 AWARD AND EXECUTION OF CONTRACT 15
1-04 SCOPE OF THE WORK 17
1-05 CONTROL OF WORK 19
1-06 CONTROL OF MATERIAL 32
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC 33
1-08 PROSECUTION AND PROGRESS 66
1-09 MEASUREMENT AND PAYMENT 71

DIVISION 2 – TEMPORARY FEATURES 75

2-03 PUBLIC CONVENIENCE AND SAFETY 75
2-04 TRAFFIC CONTROL MANAGEMENT 75

DIVISION 3 – EARTHWORK 890

3-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP 80
3-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS 80
3-03 ROADWAY EXCAVATION AND EMBANKMENT 912

DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS 934

5-04 HOT MIX ASPHALT 84
5-05 CEMENT CONCRETE PAVEMENT 1212

DIVISION 8 – MISCELLANEOUS CONSTRUCTION 115

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL 115
8-02 ROADSIDE RESTORATION 120
8-04 CURBS, GUTTERS, AND SPILLWAYS 121
8-14 CEMENT CONCRETE SIDEWALKS 121
8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL 1323
8-21 PERMANENT SIGNING 1456
8-22 PAVEMENT MARKING 136

DIVISION 9 – MATERIALS 137

9-29 ILLUMINATION, SIGNAL, ELECTRICAL 137
9-35 TEMPORARY TRAFFIC CONTROL MATERIALS 142

APPENDICES 145

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

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

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 either 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 GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 COK GSP) Agency Special Provision

Project specific special provisions are labeled without a date as such:
(*****)

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 Manual M21-01, current edition
- City of Kirkland Public Works Department Pre-Approved Plans and Policies, current year edition
- U.S. Access Board Public Right-of-Way Accessibility Guidelines (PROWAG) 2023 final rule

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

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of *** NE 68th St north of the 112th Ave NE intersection. The Work to be performed shall include: installation of an RRFB, installation of two solar powered speed radar signs, modifications to the existing median island, tree trimming and tree removal, and curb ramp replacements. This Contract also provides for the improvement of NE 68th St between 104th Ave NE to 108th Ave NE and will include installation and replacement of permanent signing, bicycle and lane pavement markings, modifications to existing median islands *** and other Work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

(January 19, 2022 APWA GSP)

1-01.3 Definitions

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

Dates

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

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

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

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

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

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

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

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

Supplement this Section with the following:

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

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

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

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

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

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

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

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

Contract Documents
See definition for “Contract”.

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

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

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

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

(*****)
Invitation to Bid
See "Call to Bid"

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder
(February 17, 2026 APWA GSP, Option B)

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

1-02.2 Plans and Specifications
(*****)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

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

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

1-02.4(1) General

(December 30, 2022 APWA GSP Option B)

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

> Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business *** four (4) *** business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

Section 1-02.4(1) is supplemented with the following:

(September 3, 2019 WSDOT GSP)

The Reference Information for this project is available for review by the Bidder at the following location:

> *** Appendix A through Appendix D of this Project Manual ***

The Reference Information includes the following:

> *** Pre-Approved Plans and Standard Details, Temporary Construction Easements, Permits, Stormwater TIR, Property Release Form **

1-02.5 Proposal Forms

(February 17, 2026 APWA GSP)

Delete this section and replace it with the following:

> The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.
>
> The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

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

The first sentence of the second paragraph is revised to read as follows:

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars.

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.

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 bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

(November 20, 2023 WSDOT GSP)

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

(October 5, 2026 WSDOT GSP)

Section 1-02.6 is supplemented with the following:

Bidder Questionnaire

The Bidder shall submit with their Bid a Bidder Questionnaire form (WSDOT Form #272-022). This shall be filled out for each firm who submitted a bid or quote in attempt to participate in the project whether they were successful or not and include the following information:

1. Firm name;

2. Firm address including ZIP code;

3. Firm's status as a DBE or non-DBE;

4. NAICS code applicable to each scope of work the firm sought to perform in its bid;

5. Age of the firm; and

6. The annual gross receipts of the firm. The Bidder may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (less than $1 million; $1-3 million; $3-6 million; $6-10 million; $10-20 million; $20-30.72 million; or greater than $30.72 million) rather than requesting an exact figure from the firm.

This form shall be received at the same location and no later than the time required for the delivery of the Proposal. This form is meant to provide the Contracting Agency with the above information so reasonable care shall be taken to complete the form as accurately as possible, and the questionnaire shall be corrected by the Bidder if requested by the Contracting Agency.

1-02.7 Bid Deposit
(February 17, 2026 APWA GSP)

Revise the third sentence of the first paragraph to read:

For projects that are selected by the Contracting Agency to be Bid electronically, the proposal bond may be in either a physical format, or an electronic format via *** N/A ***.

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.

1-02.8 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.

1-02.9 Delivery of Proposal

(November 21, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

GENERAL

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

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

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

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time and date the Proposal is due, shall be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added.

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(February 17, 2026 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical or an electronic bid, if allowed under 1-02.9, Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, if a physical Bid Proposal was submitted, or recalled electronically via electronic method described in 1-02.9 if an electronic Bid Proposal was submitted, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

Late, revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Requests to withdraw, revise, or supplement a Bid Proposal may be submitted by the following methods:

1. In person

*** City hall delivery, Office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, WA 98033***.

1-02.12 Public Opening of Proposal

Section 1-02.12 is supplemented with the following:
(July 19, 2022 COK SP)

Date of Opening Bids
Sealed Bids are to be received at the following location prior to the time specified:

At the City of Kirkland in the office of the City of Kirkland Council Chambers,
City Hall, 123 Fifth Avenue, Kirkland, Washington 98033 until 2:00 P.M. of the Bid opening date.The Bid opening date for this project is November 11, 2026. Bids received will be publicly opened and read after 3:00 P. M. on this date. Bids will not be received after this date and time.

1-02.13 Irregular Proposals

(October 5, 2026 APWA GSP)

Delete this Section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
   c. A price per unit cannot be determined from the Bid Proposal;
   d. The Proposal form is not properly executed;
   e. The Bidder fails to submit or properly complete a subcontractor list as required in Section 1-02.6; or
   f. 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.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

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 owner and contact information for the owner;
- 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.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract

(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

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

Within *** 10 *** calendar days after the award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by

Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide, if required, any of the following: pre-Award information required by the Contracting Agency as listed under Section 1-02.15, proof of licensure for electrical, HVAC, or plumbing subcontractors. If the Prime Contractor lists themselves as performing electrical, HVAC, or plumbing they are required to submit proof of licensure prior to execution.

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

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

(April 22, 2024 COK GSP)
This section is supplemented with the following:

Before Awarding a Contract, the Contractor Agency requires the apparent lowest responsible Bidder to obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.

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. Be listed as an active company under the “Surety” coverage type within the database published by the Office of the Insurance Commissioner at https://fortress.wa.gov/oic/consumertoolkit/Search.aspx., 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 RCW titles 47, 50, 51, and 82; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-04 SCOPE OF THE WORK

1-04.1 Intent of the Contract

(*****)

Section 1-04.1 is supplemented with the following:

All materials, tools, labor, and guarantees thereof required to complete the work shall be furnished and supplied in accordance with the Plans, these Special Provisions, the Standard Specifications, the Contracting Agency's Standard Plans or Details. The Contractor shall include all costs of doing this work within the contract bid item prices.

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

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,

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

1-04.4 Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to $25,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

1-04.8 Progress Estimates and Payments

(April 1, 2026 COK GSP)

This Section is supplemented with the following:

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

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 deducted from the Contractor's progress estimate. The Contracting Agency will provide the Contractor with ten (10) business days' notice to complete the Work.

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 Contracting Agency and the cost deducted from the Contractor's final progress estimate. The Contracting Agency will provide the Contractor with ten (10) business days' notice to complete the Work.

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. Sweet 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 Contracting Agency.

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

(January 27, 2021 COK GSP)

Add new Section 1-04.12.

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, 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

1-05.1 Authority of the Engineer

(January 27, 2021 COK GSP)

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 deducting from the next Progress Payment.

1-05.4 Conformity With and Deviations From Plans and Stakes

(January 1, 2020 COK GSP)

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 13, 2021 WSDOT GSP)

Contractor Surveying - Roadway

The Contracting Agency has provided primary survey control in the Plans.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans “DO NOT DISTURB” shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.

3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.

4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor

5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.

7. Establish intermediate elevation benchmarks as needed to check work throughout the project.

8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	Vertical	Horizontal
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A-10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

Payment

Payment will be made for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

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

1-05.4 Conformity With and Deviations from Plans and Stakes

(April 22, 2025 APWA GSP, Option D)

Supplement this section with the following:

Contractor Surveying – ADA Features

ADA Feature Staking Requirements

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and contract documents.

ADA Feature Contract Compliance

The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

ADA Feature Measurements

The Contractor shall be responsible for providing the latitude and longitude of each ADA feature as indicated on the ADA Post Inspection Form(s) (WSDOT Form 224-020LP).

The completed ADA Post Inspection Form(s) (WSDOT Form 224-020LP) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature. After acceptance, the Contracting Agency will retain the final form(s) for their records.

Payment

Payment will be made for the following bid item that is included in the Proposal:

"ADA Feature Surveying", lump sum.

The lump sum Contract price for "ADA Feature Surveying" shall be full pay for all the Work as specified.

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

1-05.7 Nonconforming Work

(February 17, 2026 APWA GSP)

Supplement this section with the following:

The rights exercised under the provisions of this Section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the Work as required. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

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

1-05.7(1) Identification of Nonconforming Work

Replace this section with the following:

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

1-05.7(2) Reporting of Nonconforming Work

Replace this section with the following:

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

When the Contracting Agency identifies Nonconforming Work, the Engineer will notify the Contractor in writing specifying a time when a remedy must be complete. If the Contractor fails to remedy Nonconforming Work within the time specified in a written notice from the Engineer, or fails to perform any part of the Work required by the Contract Documents, the Engineer may correct and remedy such Work as may be identified in the written notice.

1-05.7(3) Remediation of Nonconforming Work

Supplement this section with the following:

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

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

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the Nonconforming Work corrected immediately, have the Work removed and replaced, or have Work the Contractor

refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause risk of loss or damage to the public.

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

1-05.9 Equipment

(January 1, 2016 COK GSP)

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.

1-05.10 Guarantees

(*****)

Section 1-05.10 is supplemented as follows:

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.

Add the following new section:

1-05.10(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.

Payment

"One-Year Guarantee Period", lump sum.

The lump sum Contract payment shall be full pay for all costs to extend the one-year guarantee period past the Physical Completion of the project by the Contracting Agency. Payment will be made upon successful completion of the one-year guarantee and in accordance with Section 1-04.1.

This item in Bid Schedule B shall cover all costs to provide the one-year guarantee and extend the Contract Bond for all items within Schedule A.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

1-05.12 Final Acceptance

The second paragraph of Section 1-05.12 is revised to read:

(October 5, 2026 WSDOT GSP)

The Contractor agrees that neither Completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against all claims or losses (i) which may fall within the obligations of Section 1-07.14 herein, or (ii) resulting from the failure of the Contractor or subcontractors to pay all laborers, mechanics, subcontractors, material persons, or others who provides labor, supplies, or provisions for carrying out the Work or for payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW. To the extent applicable, the Contractor shall also continue to satisfy any and all requirements of Section 1-07.18 which involve obligations beyond final acceptance.

1-05.13 Superintendents, Labor and Equipment of Contractor

***

1-05.15 Method of Serving Notices
(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

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

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.

Add the following new section:

1-05.18 Record Drawings

(March 8, 2013 APWA GSP)

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 $ 5,000)	Lump Sum

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. 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.

1-06 CONTROL OF MATERIAL

Section 1-06 is supplemented with the following:

Buy America Requirements
(October 1, 2025 WSDOT GSP)

General Requirements

In accordance with Buy America requirements contained in 23 CFR 635.410 and 2 CFR 184, the following materials must be produced in the United States:

1. All Iron or Steel Products used in the project. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All Manufactured Products used in the project. This means the manufactured product was manufactured (final assembly) in the United States.

3. All Construction Materials used in the project. This means that all manufacturing processes for the construction material occurred in the United States.

An article, material, or supply will be classified in one of four categories: 1) Iron or Steel Product, 2) Manufactured Product, 3) Construction Material, or 4) Excluded Material. Only a single category will apply to an item except as follows:

1. With respect to precast concrete products that are classified as Manufactured Products, the components of precast concrete products that consist wholly or predominantly of iron, steel, or combination of both shall meet the requirements for and be tracked as an Iron or Steel Product. The item shall also meet the requirements for and be tracked as a Manufactured Product.

2. With respect to intelligent transportation systems and other electronic hardware systems that are classified as Manufactured Products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron, steel, or a combination of both, shall meet the requirements for and be tracked as an Iron or Steel Products. The item shall also meet the requirements for and be tracked as a Manufactured Product.

Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a Construction Material, a Manufactured Product, an Iron or Steel Product, or an excluded material based on their composition when they arrive at the staging area or work site.

Definitions

1. Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:

   a. Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;

   b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);

   c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);

   d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);

   e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, though the completion of the draw;

   f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;

   g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or

h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.

2. Excluded Material: A material where Buy America requirements do not apply. This includes the following:

   a. Materials excluded by Section 70917(c) of the Buy America, Build America Act with respect to aggregates this includes cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives. These materials shall be classified as excluded materials based on the composition when brought to the work site. It also includes combinations of these excluded materials when mixtures of Excluded Materials are delivered to the work site without final form for incorporation into the project (i.e. wet concrete and HMA). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.

   b. Temporary materials that are not being permanently incorporated into the project.

   c. Raw or minimal processed materials where the article, material, or supply does not fall into any of the categories, as it is not a Manufactured Product, an Iron or Steel Product, or a Construction Material and when these materials are delivered to the work site without final form for incorporation into the product (i.e. seed mix and topsoil). If they are formed prior to delivery, and are not an Iron or Steel Product or a Construction Material, they are a Manufactured Product and not an Excluded Material.

3. Iron or Steel Product: An article, material, or supply that consist of wholly or predominantly of iron or steel or a combination of both. To be considered predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is based on a good faith estimate of the cost of the iron or steel components.

4. Manufactured Product: A Manufactured Product includes any item produced as a result of the manufacturing process. Items that should be treated as a manufactured product (rather than a construction material) are: 1) items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and 2) items that include at least one of the listed construction materials as defined above, combined with a material that is not listed through a manufacturing process.

   If a product is not an Iron or Steel Product, a Construction Material, or an Excluded Material, it is a Manufactured Product.

   If a Manufactured Material is not manufactured in the United States, it shall be considered a Foreign Manufactured Product.

5. United States: To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

Iron or Steel Product Requirements

Iron or Steel Products that are permanently incorporated into the project shall consist of American-made materials only. Buy America requirements do not apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or $2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically.

If domestically produced steel billets or iron ingots are exported outside of the United States, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America requirements do not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:

    a. Open hearth furnace.

    b. Basic oxygen.

    c. Electric furnace.

    d. Direct reduction.

2. Rolling, heat treating, and any other similar processing.

3. Fabrication of the products:

    a. Spinning wire into cable or strand.

b. Corrugating and rolling into culverts.

c. Shop fabrication.

A certification of materials origin will be required for all iron or steel products prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form approved by the Contracting Agency, provided it contains the same information as WSDOT Form 350-109.

Manufactured Products and Construction Material Requirements

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all Manufactured Products and all Construction Materials installed during the current progress estimate period meet the Buy America requirements. The certification shall be on WSDOT Form 350-108 provided by the Engineer, or such other form approved by the Contracting Agency, provided it contains the same information as WSDOT Form 350-108.

Iron or Steel Products in a Manufactured Prodcut

In addition to providing the certification of materials origin for the Manufactured Product, the iron or steel products in a manufactured product are subject to the Buy America requirements as follows:

1. When a precast concrete product is classified as a Manufactured Product, the components that are an Iron or Steel Product shall follow the “Iron or Steel Requirements” of this Specification.

2. When an electronic hardware system such as an intelligent transportation system is classified as a Manufactured Product, the cabinets and the other enclosures of such systems that are an Iron or Steel Product shall follow the “Iron or Steel Requirements” of this Specification.

Waiver for De Minimis Costs

Minor amounts of Foreign Construction Materials and Foreign Manufactured Products may be utilized in this project, provided that the total cost of the Foreign Construction Materials and Foreign Manufactured Products does not exceed $1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{Total\ cost\ of\ Foreign\ Construction\ Materials + Total\ cost\ of\ Foreign\ Manufactured\ Products}{Total\ applicable\ material\ costs} < 0.05$$

The total applicable material costs shall be the sum of the costs of all Construction Materials, all Iron or Steel Products, and all Manufactured Products. Total applicable material costs does not include Excluded Materials.

(April 22, 2025 APWA GSP)

Section 1-06 is supplemented with the following:

Patented/Proprietary Items

The Contracting Agency has specified patented/proprietary items, some of which contain foreign steel and/or iron. The contractor shall be made aware that the total value of the foreign steel associated with the patented/proprietary items is $100 and will apply toward the minor amounts of foreign steel and iron allowed herein.

1-06.1 Approval of Materials Prior to Use

(January 1, 2016 COK GSP)

Section 1-06.1 is supplemented as follows:

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

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

(February 17, 2022 COK GSP)

Revise the first paragraph to read:

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

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP Modified)

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

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. *However, recycled materials shall not be permitted to be used as trench backfill for utilities.* Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in 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

1-07.1 Laws to Be Observed

(January 1, 2021 COK GSP)

Section 1-07.1 is supplemented with the following:

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

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

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

Compliance with Laws

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

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

(October 1, 2005 APWA GSP)

Supplement this Section with the following:

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

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

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

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

(January 1, 2016 COK GSP)

Contractor's Safety Responsibilities

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

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

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

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

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

The prime contractor and all subcontractors shall immediately report all accidents, injuries, and health hazards to the Engineer, 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.

(******)
Supplement this section with the following:

Noise Control and Work Performed At Night

The Contractor shall take all reasonable measures for the suppression of noise resulting from work operations between the hours of 8:00 PM and 7:00 AM on week days and, when permitted, 6:00 PM and 9:00 AM on weekends and on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Mobile engine-driven cranes, loaders and similar material handling equipment; engines used in stationary service for stand-by power; air compressors for high- and low-pressure service; and other similar equipment shall be equipped with exhaust and air intake silencers designated for use in critical noise problem areas.

In addition to the above requirements, as a measure to mitigate noise received on residential properties, the Contractor shall submit for approval by the Engineer, at or prior to the pre-construction meeting, the measures they propose to implement to reduce nighttime construction noise. Among these may be:

1. All dump trucks hauling granular material to and/or from the site to have truck beds lined with sound deadening material;
2. Compression brakes will not be used;

3. All backup warning devices to be broadband (white noise) or strobe types, or the Contractor may use a backup observer (cannot be a flagger) in lieu of backup warning devises as allowed by WAC 296-155-610;
4. Lighting equipment to be directed away from oncoming traffic and residences and will be shielded as deemed necessary by the Engineer. Lighting that diffuses the light, reduces the glare, and can be directionally controlled is encouraged.
5. When equipment selection options are available to the Contractor, the Contractor is encouraged to select newer, better maintained pieces of equipment with the more effective noise suppression devices installed.
6. Equipment such as generators, air compressors, and any other similar stationary machinery provided with approved noise mitigation shielding or portable blankets/aprons;
7. The operation of portable hand or power tools, blowers or machinery which results in unreasonably loud and disturbing noise to use approved mitigation shields and shall operate no closer than 500 feet from the receiving residential property;
8. Intermittently used equipment will not be left idling for more than five (5) minutes;
9. Pneumatic tools will have intake and exhaust mufflers, electrically driven tools are preferred;
10. To the greatest extent possible, impact work, such as pile driving, jack hammering, hoe rams, hoe compactors, sawcutting, etc., will not be conducted during nighttime hours from 8:00 PM to 7:00 AM on weekdays and 6:00 PM to 9:00 AM on weekends and legal holidays.

Work performed under this section shall be considered incidental to the contract.

Section 1-07.1 is supplemented with the following:

(March 9, 2026 WSDOT GSP)

Unmanned Aircraft Systems (UAS)

The procurement and/or use of any drone (UAS) on this Contract shall comply with the following directives:

- National Defense Authorization Act (NDAA) – American Security Drone Act of 2023 (ASDA, Pub. L. No. 118-31).

- Office of Management and Budget Memorandum M-26-02 – Restrictions on using federal funds to purchase or operate prohibited foreign UAS.

Contractors, subcontractors, and lower-tier subcontractors shall not procure, operate, maintain, or process data from prohibited UAS manufactured or assembled by “covered foreign entities” as defined in the Federal Acquisition Security Council (FASC) in the performance of this Contract.

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

(June 27, 2011 APWA GSP)

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 Roadway lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

1-07.2(3) Services

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

1-07.6 Permits and Licenses

1-07.6(1) Permits for Sanitary Sewer Discharge for Construction Dewatering (January 1, 2021 COK GSP)

Add new Section 1-07.6(1):

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

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

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

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

1-07.6(2) Permits for Off-site Staging and Storage Areas (January 1, 2021 COK GSP)

Add new Section 1-07.6(2):

The Contracting Agency has not obtained any City of Kirkland Temporary Use Permits for temporary use(s) of off-site areas or properties in the City of Kirkland for the purposes of

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

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

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

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

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

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

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

1-07.8 High-Visibility Apparel

1-07.8(1) Traffic Control Personnel

Section 1-07.8(1) is revised to read:

(September 16, 2025 WSDOT GSP)
All personnel performing the Work described in Section 2-04 (including traffic control supervisors, flaggers, and others performing traffic control labor of any kind) shall comply with the following:

1. During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; and a high visibility hardhat that is white, yellow, yellow-green, orange, or red in color; and

2. During hours of darkness (½ hour before sunset to ½ hour after sunrise) or other low-visibility conditions (snow, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; a high-visibility lower garment meeting ANSI/ISEA 107 Class E, and a high visibility hardhat marked with at least 12 square inches of retroreflective material applied to provide 360 degrees of visibility.

1-07.9 Wages

1-07.9(1) General

Section 1-07.9(1) is supplemented with the following:

(January 6, 2026 WSDOT GSP)

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20260001.

The State rates incorporated in this contract are applicable to all construction activities associated with this contract.

1-07.9(5)A Required Documents

(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

All Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and entered into the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. In addition to entries made in the PWIA system, all Certified Payrolls must be submitted weekly to the Contracting Agency with a legally valid signature.

1-07.11 Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(May 5, 2025 WSDOT GSP)

Requirement for Affirmative Action to Ensure Equal Employment Opportunity

In accordance with 41 CFR § 60-4.2, the clauses contained in 1-4 below are required to be included in this Contract. Nothing in this contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

1. The Contractor's attention is called to the "Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

Timetable	Goal
Until further notice	6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:
SMSA Counties:
Spokane, WA 2.8
WA Spokane.
Non-SMSA Counties 3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA
SMSA Counties:
Richland Kennewick, WA 5.4
WA Benton; WA Franklin.
Non-SMSA Counties 3.6
WA Walla Walla.

Yakima, WA:
SMSA Counties:
Yakima, WA 9.7
WA Yakima.
Non-SMSA Counties 7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

Seattle, WA:
SMSA Counties:
Seattle Everett, WA 7.2
WA King; WA Snohomish.
Tacoma, WA 6.2
WA Pierce.
Non-SMSA Counties 6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

Portland, OR:
SMSA Counties:
Portland, OR-WA 4.5
WA Clark.
Non-SMSA Counties 3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and timetables is enforced by the Office of Federal Contract compliance Programs.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The notification shall be sent to:

   U.S. Department of Labor
   Office of Federal Contract Compliance Programs Pacific Region
   Attn: Regional Director
   San Francisco Federal Building
   90 – 7th Street, Suite 18-300
   San Francisco, CA 94103(415) 625-7800 Phone
   (415) 625-7799 Fax

4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

In accordance with 41 CFR § 60-4.3, the clauses contained in 1-15 below are required to be included in this Contract. Nothing in this Contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

Standard Federal Equal Employment Opportunity Construction Contract Specifications

1. As used in these specifications:

   a. “Covered Area” means the geographical area described in the solicitation from which this contract resulted;

   b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. “Employer Identification Number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. “Minority” includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.)

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

    Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

    Washington State Dept. of Transportation
    Office of Equity and Civil Rights
    PO Box 47314
    310 Maple Park Ave. SE
    Olympia WA
    98504-7314
    Ph: 360-705-7090
    Fax: 360-705-6801

http://www.wsdot.wa.gov/equalopportunity/default.htm

Federal Small Business Enterprise Participation

(November 14, 2025, APWA GSP Option D)

1-07.11 is supplemented with the following:

The Federal Small Business Enterprise (FSBE) Pilot Program is an element of the Disadvantaged Business Enterprise (DBE) in accordance with the requirements of 49 CFR Part 26.39. Failure to comply with the requirements of this Specification may result in sanctions as provided by the Contract.

FSBE Abbreviations and Definitions

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

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

Certified Firm Directory – A database of all Disadvantaged Business Enterprises, including those identified as a FSBE, currently certified by Washington State. The on-line Directory is available to Bidders for their use in identifying and soliciting interest from FSBE firms. The database is located under the Firm Certification section of the Diversity Management and Compliance System web page at: https://omwbe.diversitycompliance.com.

Firms certified by OMWBE as SBE, DBE can be used to fulfill the FSBE mandatory goal on a project.

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

FSBE – A firm certified by OMWBE as meeting Federal requirements of a small business enterprise. All firms on the OMWBE Certified Firm Directory with the designation of SBE or DBE are FSBEs.

Good Faith Efforts – Efforts to achieve the FSBE Goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

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

Reasonable Fee (FSBE) – For purposes of Brokers or service providers a reasonable fee shall not exceed 5% of the total cost of the goods or services brokered.

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

FSBE Goal

The Contracting Agency has established an FSBE Goal for this Contract in the amount of: *** 11% ***

Crediting FSBE Participation

All FSBE subcontractors shall be certified before the subcontract on which they are participating is executed.

FSBE participation is only credited upon payment to the FSBE.

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

FSBE Prime Contractor

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

FSBE Subcontractor

Only take credit for that portion of the total dollar value of the subcontract that is equal to the distinct, clearly defined portion of the Work that the FSBE performs with its own forces and is certified to perform. The value of work performed by the FSBE includes the cost of supplies and materials purchased by the FSBE and equipment

leased by the FSBE, for its work on the contract. Supplies, materials or equipment obtained by the FSBE that are not utilized or incorporated in the contract work by the FSBE will not be eligible for FSBE credit.

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

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

When the subcontractor is an FSBE, the following apply:

1. If a FSBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the FSBE Goal only if the lower-tier subcontractor is also a FSBE.

2. Work subcontracted to a non-FSBE does not count towards the FSBE Goal nor FSBE participation.

FSBE Subcontract and Lower Tier Subcontract Documents
There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the FSBE.

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

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

If the FSBE firm is being utilized in the capacity of "Traffic Control Services", the FSBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project.

Trucking
FSBE trucking firm participation may only be credited as FSBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier of those materials. In situations where the FSBE's

work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials to determine FSBE credit for hauling

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

The FSBE may lease additional trucks from another FSBE firm. The FSBE who leases additional trucks from another FSBE firm receives credit for the value of the transportation services the lessee FSBE provides on the Contract.

The trucking Work subcontracted to any non-FSBE trucking firm will not receive credit for Work done on the project.

The FSBE may lease trucks from a truck leasing company (recognized truck rental center) but can only receive credit towards FSBE participation if the FSBE uses its own employees as drivers.

FSBE Manufacturer and FSBE Regular Dealer

One hundred percent (100%) of the cost of the manufactured product obtained from a FSBE manufacturer can count as FSBE participation. If the manufacturer is an FSBE, participation may count towards the FSBE Goal.

Sixty percent (60%) of the cost of materials or supplies purchased from a FSBE Regular Dealer may be credited as FSBE Participation. If the role of the FSBE Regular Dealer is determined to be that of a Broker, then FSBE credit shall be limited to the fee or commission it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis. If the regular dealer is a FSBE, participation may count towards the FSBE Goal.

FSBE firms proposed to be used as a Regular Dealer must be approved before being used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. For purposes of FSBE Goal participation, the Regular Dealer must submit the Regular Dealer Status Request form and receive approval prior to providing any equipment or materials or the signing of a purchase order, invoice, or subcontract.

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

Good Faith Effort Documentation

GFE is evaluated at Physical Completion when determining whether the Contractor has satisfied its FSBE Goal.

The Contracting Agency will measure GFE using the guidance in 49 CFR Part 26, Appendix A. The following is a list of the types of actions which may be considered as part of the Contractor's GFE to achieve FSBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of effort may be relevant in appropriate cases.

1. Solicited through all reasonable and available means the interest of all certified FSBEs who had the capability to perform the Work of the Contract. The Contractor must have solicited this interest within sufficient time to allow the FSBEs to respond to the solicitation. The Contractor must have determined with certainty that the FSBEs were interested in taking appropriate steps to follow up initial solicitations with potential FSBEs.

2. Selected portions of the Work to be performed by FSBEs to increase the likelihood that the FSBE Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate FSBE participation, even when the Contractor might otherwise prefer to perform these Work items with its own forces.

3. Provided interested FSBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

    a. Negotiated in good faith with interested FSBEs. It is the Contractor's responsibility to make a portion of the Work available to FSBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available FSBE subcontractors and suppliers, to facilitate FSBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of FSBEs that were contacted; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for FSBEs to perform the Work.

    b. A Contractor using good business judgment would consider a number of factors in negotiating with FSBE subcontractors, including taking the firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using FSBEs is not considered a sufficient reason for a Bidder's failure to meet the FSBE Goal, if such costs are reasonable. Also, the ability or desire of a Contractor to perform the Work of a Contract with its own organization does not relieve the Contractor of the responsibility to make Good Faith Efforts. Contractors are not, however, required to accept higher quotes from FSBEs if the price difference was excessive or unreasonable.

4. Not rejecting FSBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its

industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the FSBE Goal.

5. Made efforts to assist interested FSBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

6. Made efforts to assist interested FSBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

7. Effectively used the services of available FSBE community organizations; FSBE contractors' groups; local, State, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of FSBEs.

8. Documentation of GFE must include copies of each FSBE and non-FSBE subcontractor quotes submitted to the Bidder when a non-FSBE subcontractor is selected over a FSBE for Work on the Contract.

Procedures after Execution

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a FSBE that is determined to be performing a CUF. Payment must be commensurate with the work performed by the FSBE. This applies to all FSBEs performing Work on a project, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether FSBEs are performing a CUF. A FSBE performs a CUF when it is carrying out its responsibilities of its contract by performing, managing, and supervising the Work involved. The FSBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a FSBE does not perform "all" of these functions on a furnish-and-install contract, it has not performed a CUF, and the cost of materials cannot be counted toward FSBE Goal. Leasing equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be provided prior to the Subcontractor beginning Work. Any use of the Contractor's equipment by a FSBE may not be credited as countable participation.

The FSBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed to obtain the appearance of FSBE participation.

For a FSBE traffic control company to be performing a CUF, the FSBE must be in control of its work inclusive of supervision. The FSBE shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services.

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

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

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

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

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

Truck Unit Listing Log

In addition to the subcontracting requirements of Section 1-08.1, each FSBE trucking firm shall submit supplemental information consisting of a completed Primary DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077) and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted in an electronic format to the Engineer prior to any trucking services being performed for FSBE credit. Incomplete or incorrect supplemental information will be returned for correction. The corrected Primary Truck Unit Listing Log and any Updated Primary Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as FSBE participation.

Each FSBE trucking firm shall complete a Daily Truck Unit Listing Log for each day that the FSBE performs trucking services for FSBE credit. The Daily Truck Unit Listing Log forms shall be submitted by Friday of the week after the Work was performed by email to the following email addresses:

kcoraza@kirklandwa.gov
NWRegionOEO@wsdot.wa.gov

Joint Checking

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

A joint check agreement must be approved by the Engineer and requested by the FSBE involved using the DBE Joint Check Request Form (WSDOT Form #272-053) prior to its use. The form must accompany the FSBE Joint Check Agreement

between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

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

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

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

Subcontracts
When FSBE is performing Work on the Contract, a copy of the executed subcontract between the Contractor and the FSBE subcontractor shall be submitted to WSDOT OECR. The executed subcontracts are submitted through the Diversity Management and Compliance System (DMCS) by uploading to the project documents tab.

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

Refer to Section 1-08.1 for additional reporting requirements associated with this contract.

Decertification
When a FSBE is "decertified" from the FSBE program during the Contract, the participation of that FSBE shall continue to count as FSBE participation if the subcontract with the FSBE was executed prior to the decertification notice. The Contractor cannot receive credit if a FSBE is decertified prior to having an executed subcontract agreement in place.

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

1-07.11(1) Regulatory Authorities

1-07.11(1)C Nondiscrimination Authorities

Section 1-07.11(1)C is revised to read:

(March 9, 2026 WSDOT GSP)

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statues and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), and its implementing regulations and case law, prohibit discrimination on the basis of race, color, or national origin. 49 C.F.R. 21.5(b)(2) prohibits a recipient of federal funds from utilizing "criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin." This includes taking reasonable steps to provide limited English proficiency (LEP) persons meaningful access to all programs, activities and services, where necessary to avoid discrimination on the basis of national origin.

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), as amended, (prohibits discrimination on the basis of sex).

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27.

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age of Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition and terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189)

as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color national origin, and sex).

10. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

1-07.11(2) Contractual Requirements
(November 25, 2024 APWA GSP)

Delete item 11 of the first paragraph of Section 1-07.11(2).

1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(October 3, 2023 WSDOT GSP)
Required Federal Aid Provisions

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised October 23, 2023 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each subcontract requiring the subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier subcontracts, together with the wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each subcontract for subcontractors and lower tier subcontractors. For this purpose, upon request to the Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

1-07.15 Temporary Water Pollution Prevention

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

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

(January 10, 2019 COK GSP)

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 contacted along with 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 contacted along with federal and state agencies.”

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

1-07.16(3) Fences, Mailboxes, Incidentals

Section 1-07.16(3) is supplemented with the following:
(January 1, 2016 COK GSP)

U.S. Postal Service Collection Boxes, Mail Receptacles, and other Structures: For U.S. Postal Service collection box and other Structures requiring temporary relocation to accommodate construction, the Contractor shall contact the Kirkland Postmaster at (425) 889-8282, at least five (5) working days in advance for coordination. Only the U.S. Post Office will move Postal Service-owned property; relocations could be under 1-09.6 as approved by the Project Engineer and with coordinated efforts by the Contractor with the Postal Service.

1-07.17 Utilities and Similar Facilities

(January 1, 2020 COK GSP)

Section 1-07.17 is supplemented with the following:

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

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

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

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

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

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

Utility	**Agency/Company**	**Address**	**Contact**	**Phone**
Water/Sewer	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	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
Sewer	King County Wastewater Treatment Division	201 S Jackson St #500 Seattle, WA 98104	Robert Hanlon	(206) 714-7198
Street	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Ryan Fowler	(425) 587-3909
Natural Gas	Puget Sound Energy	P.O. Box 97034 EST-11W Bellevue, WA 98009-9734	Kiara Skye Al Tejeda	(425) 213-9205 (425) 754-4165
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 83rd Ave. S.	Rusty Perdieu	(706) 889-6967

		Kent, WA 98032		
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Chris Combs	(425) 273-7832
Network	Verizon/MCI	11311 NE 120th 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 1270 6th Ave S Seattle, WA 98134	Chad Wiesenfeld	(206) 477-1140 (206) 477-0438
Water (Northeast area of Kirkland)	Woodinville Water District	17238 NE Woodinville Duvall Road, Woodinville, WA 98072	Ken McDowell	(425) 487-4104
Olympic Pipeline	BP		Kenneth Metcalf Joseph Stone	(425) 981-2575 (425) 981-2506

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

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

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.

Potholing

Potholing has been included in the Bid item list for the purposes of determining the location of additional existing utilities in advance of the Contractor's operations. The Engineer shall approve of all potholing requests from the Contractor. Additionally, the Contractor shall provide potholes at the Engineer's request.

"Owner-Directed Potholing" Bid item (per each) is provided for utility crossing investigations for utilities as shown in the Plans, or for information required at the Engineer's discretion, and shall be approved by the Engineer.

Payment shall be made for the following Bid item when included in the Proposal: "Owner-Directed Potholing", per each.

(October 3, 2022 WSDOT GSP)

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

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement, or construction within the project limits will be completed as follows:

***

1. Puget Sound Energy (PSE) – Power

   Puget Sound Energy Power Division will install a junction box at the base of the pole-mounted transformer after the Contractor has completed the excavation for PSE Power's use. The Contractor shall leave a service wire coiled in the excavated work pit. PSE will connect the service wire to energize and PSE will set the meter. The Contractor shall provide PSE Power with a minimum of ten (10) working days' written notice prior to completing the excavation. PSE Power will complete the work of installing the junction box and will set the meter in two (2) working days.

2. Puget Sound Energy (PSE) – Lighting

   Puget Sound Energy Lighting Division will supply PSE junction boxes shown in the Plans and will inspect the installation of the junction boxes, conduit, and conduit stubout at the median north of the NE 68th St. and 112th Ave NE intersection. The Contractor shall provide PSE Lighting with a minimum of ten (10) working days written notice prior to installation of the junction boxes, conduit, and conduit stubouts. The Contractor shall also provide excavation for PSE Light to install conduit and conduit stubouts. PSE Lighting Division will complete the work of inspecting the installation in two (2) working days.

***

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected subcontractors, and all utility owners and their Contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

***
Lane Mahler
Construction Manager – Street Lighting
Pole Services
Puget Sound Energy
Cell (425) 429-1356
Lane.Mahler@pse.com
***

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(February 17, 2026 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any

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

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

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

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

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

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

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that

section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

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

3. Any other amendatory endorsements to show the coverage required herein.

4. A notation of coverage enhancements on the Certificate of Insurance shall <u>not</u> satisfy these requirements – actual endorsements must be submitted.

5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Contracting Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor or others providing insurance evidence in compliance with these Specifications to waive their right of subrogation prior to a loss. The Contractor hereby waives its own right of subrogation against the Contracting Agency and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

1-07.18(5) Coverages and Limits

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

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

liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

$2,000,000	Each Occurrence
$3,000,000	General Aggregate
$3,000,000	Products & Completed Operations Aggregate
$2,000,000	Personal & Advertising Injury each offence
$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.24 Rights of Way

(April 22, 2025 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

(January 1, 2016 COK GSP)

Section 1-07.24 is supplemented with the following:

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

_____
_____
_____
(Contractor's name and address)

DATE: _____

I, _____ owner of _____, hereby release _____, *(Contractor's name)* from any property damage or personal injury resulting from construction on or adjacent to my property located at _____ during construction of the _____. My signature below is my acknowledgment and acceptance that my property, as identified above, was returned to a satisfactory condition.

Signed: _____
Name: _____
Address: _____
_____
Phone: _____

1-08 PROSECUTION AND PROGRESS

Add the following new Section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new Section:

1-08.0(1) Preconstruction Conference

(October 21, 2025 APWA GSP)

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

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

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

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

Add new Section 1-08.0(2).

1-08.0(2) Hours of Work
(February 17, 2026 APWA GSP)

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 *** 6:00 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 *** five (5) working 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.

If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

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(1) General

(February 17, 2026 APWA GSP)

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

For purposes of this Section, all Work that is not self-performed by the Contractor will be considered as subcontracting except the following, hereinafter referred to as materials supplying: (1) when purchased directly by the Contractor - sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready-mix concrete, off-site fabricated structural steel, other off-site fabricated items, and any other materials supplied by established and recognized commercial plants; or (2) delivery of these materials to the Work site in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies hired by those commercial plants; or (3) the presence of a uniformed law enforcement officer and marked law enforcement vehicle.

1-08.1(7) Payments to Subcontractors and Lower-Tier Subcontractors

1-08.1(7)A Payment Reporting

(March 9, 2026 WSDOT GSP)

Section 1-08.1(7)A is revised to read:

The Contractor shall report the actual amounts paid to all firms that were used as subcontractors of any tier, materials suppliers, manufacturers, regular dealers, or service providers on the Contract including all Disadvantaged, Minority, Small, Veteran, or Women's Business Enterprise firms. The following do not need reported: (1) retail sales or services that are paid for at the time of purchase; (2) payments to materials suppliers or manufacturers that are in normal course of business unless it is to a Disadvantaged, Minority, Small, Veteran, or Women's Business Enterprise firm in accordance with Section 1-07.11. The Contractor shall report this information by entering it into the Contracting Agency's Diversity Management and Compliance System at: https://wsdot.diversitycompliance.com. Payments shall be reported no later than the 20th of the month for all payments made to firms the previous calendar month. For example, the Contractor shall enter all payments made to firms during the month of March into DMCS by April 20th. Payments shall be reported between execution of the Contract and the Contract Completion Date. When no Work occurred or no payments were made for a firm, the reported payment shall be zero.

The Contractor shall require all recipients of such payments to use DMCS to acknowledge their receipt of payment.

1-08.1(8) Required Subcontract Clauses

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

(November 25, 2024 APWA GSP)

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

1-08.1(9) Submittal of Executed Subcontracts

(April 22, 2025 APWA GSP, Option B)

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

Vacant

1-08.3 Progress Schedule

(January 1, 2016 COK GSP)

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

1-08.3(2) General Requirements

1-08.3(2)A Type A Progress Schedule
(February 17, 2026 APWA GSP)

Revise this section to read:

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work
(February 17, 2026 APWA GSP)

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

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

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995 WSDOT GSP, Option 7)
This project shall be physically completed within *** 40 *** working days.

(February 17, 2026 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract. The following documents must be received by the Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
   g. Property owner releases per Section 1-07.24

1-08.6 Suspension of Work

(February 6, 2023 WSDOT GSP)

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract.

The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

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

***
RRFB
Speed radar signs
***

Charging of contract time will resume upon delivery of the critical materials to the Contractor or *** 120*** calendar days after execution by the Contracting Agency, whichever occurs first.

1-08.9 Liquidated Damages

(February 17, 2026 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of *** $5,050*** for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment
(March 17, 2026 COK GSP)

The sixth paragraph of Section 1-09.2(1) is supplemented with the following:

8. Ticket serial number
9. Date and hour of weighing
10. 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.

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

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.

1-09.6 Force Account

(December 30, 2022 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments

(July 8, 2024 COK GSP)

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. The amount of progress payments previously made; and
2. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

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

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

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

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

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

1-09.9(1) Retainage

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

(June 27, 2011 WSDOT GSP)
Vacant

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction
(December 30, 2022 APWA GSP)

Revise this section to read*:*

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

1-09.13 Claims Resolution

1-09.13(3) Arbitration

1-09.13(3)A Arbitration General
(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-09.13(4) Venue for Litigation
(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency

to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

END OF DIVISION 1

DIVISION 2
TEMPORARY FEATURES

2-03 PUBLIC CONVENIENCE AND SAFETY

2-03.3 Construction Requirements

Section 2-03.3 is supplemented with the following:

(January 1, 2016 COK GSP)

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

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. 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.

2-03.3(1) Construction Under Traffic

(February 17, 2026 APWA GSP)

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.

Section 2-03.3(1) is supplemented with the following:

(July 19, 2022 COK GSP)

Vehicle Traffic

The Contractor shall maintain access to driveways to adjacent businesses at all times. The Contractor shall maintain access to all transit stops and coordinate with Transit Agencies to maintain their operations. The Contractor shall maintain at minimum, one (1) lane of traffic to be operational in each direction (two [2] lanes total) unless otherwise shown on the approved Traffic Control Plans. Short duration

road closures may be acceptable with approved Traffic Control measures (devices, flaggers, signage, etc), as approved prior by the Engineer. Steel plates shall not be permitted for use during weekends.

(*****)

Lane, ramp, shoulder, and roadway closures are only permitted as follows unless otherwise approved by the Engineer:

***

On NE 68th Street between 110th Ave NE and I-405 SB on-ramp from 9:00 pm to 5:00 am. Night-work requirements are provided in Special Provision 1-07.1

On NE 68th Street between 103rd Ave NE and 108th Ave NE during approved working hours.

***

Lane, ramp, roadway, and shoulder closures are also subject to the following restrictions:

A minimum of one (1) ten (10) foot wide lane in each direction shall be maintained during hours of closure unless approved traffic control plans allow a single lane with flagging. During non-working hours and non-working days, all lanes shall be open to traffic unless otherwise approved on traffic control plans.

When dealing with lane closure restrictions on right of way owned or in the jurisdiction of WSDOT, lane closure restrictions stated in any WSDOT permit for right of way within their jurisdiction shall take precedence over lane closure restrictions stated in Section 2-03.

The Contractor shall follow the requirements as shown in the plans for traffic control sequencing. In addition to sequencing requirements, the Work is subject to the following requirements.

- Contractor shall verify that all businesses have alternate access points that can be used while access point within work area is blocked. If no separate access area exists, Contractor shall coordinate with the business owner for the short-term closure of their access during construction activities. Contractor shall provide “business open during construction” signs as shown on the Plans.
- Emergency vehicles will be provided access at all times.
- At the end of the Contractor’s Work day, and at the end of the Work week (Thursday or Friday), the Contractor shall ensure that two lanes of traffic are open and available to provide for two-way traffic during non-Working hours, and non-Working days. If approved by City Traffic Engineer, Contractor may stage equipment and materials in the lane to remain closed. Additional public safety measures may be required as condition of approval for staging materials and equipment in a closed lane during non-working periods.
- Maintain local access **at all times**, **including for driveways for private and commercial accesses**. For private and commercial accesses that

only have one driveway, the Contractor shall construct single driveways one half at a time to allow local access. Multiple hour closures shall not be permitted.

- Once the Contractor has vacated a Work area of traffic, the resulting vacated area may be used as a temporary staging for the Contractor's Work operations. All completed Work areas shall be in a clean condition suitable for traffic and traffic restored, before additional Work areas are vacated of traffic for continuing operations.
- The Contractor shall not stage materials and equipment in staging areas in a manner that would impede sight prisms of adjacent driveways and intersections or violate public safety requirements in Section 1-07.23.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

1. A holiday,

2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.

3. After *** 12:00 p.m. *** on the day prior to a holiday or holiday weekend, and

4. Before *** 12:00 p.m. *** on the day after the holiday or holiday weekend.

5. The two-hour period prior to and the two-hour period after the following special events:

   ***

   a. March 13, 2027: Kirkland Shamrock Run
   b. May 2, 2027: Kirkland Half Marathon
   c. July 24, 2027: Kirk-Wood Half Marathon.

   ***

   It shall be the Contractor's responsibility to obtain the dates and times of all events.

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than *** 5*** minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again. Traffic shall not be delayed more than two 5-minute periods per hour. For construction activity that requires more than two 10-minute traffic delay periods per hour, traffic shall be detoured around the construction activity causing the delay.

If the delay becomes greater than *** 5 *** minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the *** 5 *** minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the *** 5 *** minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

General Restrictions

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Detours routes shall be provided as shown in the Plans. Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

Work over an open lane of traffic shall not be allowed, unless a plan for the protection of the traveling public from debris falling onto the traveled way is approved by the Engineer. This protection shall remain in place during construction and meet minimum vertical clearance for the highway/interstate.

Controlled Access

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

1. For exiting an open lane of traffic, by decelerating in a lane that is closed during the allowable hours for lane closures.

2. For entering an open lane of traffic, by accelerating in a closed lane during the allowable hours for lane closures.

Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing construction signs will restrict traveled lanes, then the work will be permitted during the hours of allowable lane closures.

2-04 TEMPORARY TRAFFIC CONTROL

2-04.2 Materials

2-04.2(9-35.2) Construction Signs

Section 9-35.2 is revised to read:

(January 5, 2026, WSDOT GSP)

Construction signs shall conform to the requirements of the MUTCD and shall meet the requirements of NCHRP Report 350 for Category 2 devices or MASH. Except as noted below, any sign/sign stand combination that satisfies these requirements will be acceptable. Post mounted Class A construction signs shall conform to the requirements of this section and additionally shall conform to the requirements stated in Section 9-28.

Aluminum sheeting shall be used to fabricate all construction signs. The signs shall have a minimum thickness of 0.080 inches and a maximum thickness of 0.125 inches.

All construction signs shall be fabricated with reflective sheeting in accordance with Section 9-28.12. All post mounted signs shall use a nylon washer between the twist fasteners (screw heads, bolts or nuts) and the reflective sheeting.

The use of plywood, fiberglass reinforced plastic, fabric rollup signs, and any other previously approved sign materials except aluminum or aluminum composite is prohibited.

All Class A and Class B signs shall utilize materials and be fabricated in accordance with Section 9-28 and the Washington State Sign Fabrication Manual M 55-05. A fabrication decal as stated in Section 9-28.1 is not required for construction signs.

2-04.2(9-35.6) Barricades

Section 9-35.6 is revised to read:

(January 5, 2026, WSDOT GSP)

Barricades shall conform to the requirements of the MUTCD. The alternating orange and white reflective bands shall be fabricated with reflective sheeting in accordance with Section 9-28.12.

2-04.2(9-35.7) Traffic Safety Drums

The third and fourth paragraphs of Section 9-35.7 are revised to read:

(January 5, 2026, WSDOT GSP)

Until December 31, 2026, traffic safety drums may have 4-inch or 6-inch reflective bands fabricated from Type III or Type IV or higher sheeting type as described in Section 9-28.12.

Beginning January 1, 2027, traffic safety drums shall have 6-inch reflective bands. A minimum of 4 reflective horizontal bands, alternating fluorescent orange and white starting with the top stripe being fluorescent orange, shall be used. Reflective bands shall be fabricated from Type IV or higher (reflective sheeting as described in Section 9-28.12. Drums of different reflective band types shall not be intermixed within the same closure. When recommended by the manufacturer, drums shall be treated to ensure proper adhesion of the reflective sheeting.

2-04.2(9-35.9) Traffic Cones

The last paragraph of Section 9-35.9 is revised to read:

(January 5, 2026, WSDOT GSP)
White reflective bands shall be fabricated with reflective sheeting in accordance with Section 9-28.12.

2-04.2(9-35.10) Tubular Markers

The last paragraph of Section 9-35.10 is revised to read:

(January 5, 2026, WSDOT GSP)
White reflective bands shall be fabricated with reflective sheeting in accordance with Section 9-28.12. When recommended by the manufacturer, tubular markers shall be treated to ensure proper adhesion of the reflective sheeting.

2-04.2(9-35.12) Transportable Attenuator

The last paragraph of Section 9-35.12 is revised to read:

(January 5, 2026, WSDOT GSP)
The transportable attenuator shall have a chevron pattern on the rear of the unit. The pattern shall consist of 4-inch to 8-inch alternating nonreflective black and reflective yellow or alternating reflective red and white sheeting, slanted at 45 degrees in an inverted “V” with the “V” at the center of the unit. Reflective sheeting shall be in accordance with Section 9-28.12.

2-04.2(9-35.13) 42-Inch Tall Channelizing Devices

The third and fourth paragraphs of Section 9-35.13 are revised to read:

(January 5, 2026, WSDOT GSP)
Until December 31, 2026, 42-inch tall channelization devices may have 4-inch or 6-inch reflective bands fabricated from Type III or Type IV or higher sheeting type as described in Section 9-28.12.

Beginning January 1, 2027, 42-inch tall channelization devices shall have 6-inch reflective bands. A minimum of 4 reflective horizontal bands, alternating fluorescent orange and white starting with the top stripe being fluorescent orange, shall be used. Reflective bands shall be fabricated from Type IV or higher IV (reflective sheeting as described in Section 9-28.12. 42-inch tall channelization devices of different reflective band types shall not be intermixed within the same closure. When recommended by the manufacturer, 42-inch tall channelization devices shall be treated to ensure proper adhesion of the reflective sheeting.

2-04.2(9-35.16) Pedestrian Channelizing Devices

Section 9-35.16 is revised to read:

(January 5, 2026, WSDOT GSP)
When exposed to vehicular traffic, pedestrian channelizing devices shall meet the crashworthiness requirements of NCHRP 350 or MASH as described in Section 2-04.3(3). The bottom and top surfaces of the pedestrian channelizing device shall have

6-inch reflective bands matching the body color of the device fabricated from reflective sheeting as described in Section 9-28.12.

2-04.3 Construction Requirements

2-04.3(1) Traffic Control Management

Section 2-04.3(1) is supplemented with the following:

(March 9, 2026 WSDOT GSP)
The Traffic Control Supervisor shall be certified by one of the following:

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

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

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

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
https://www.kndservices.net

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

Trafficorp
5077 N Bldg Center Drive
Coeur d'Alene, ID 83815
(208) 665-4683
https://trafficorp.com/contact-us/

US Safety Alliance

(904) 705-5660
https://www.ussafetyalliance.com

2-04.3(4)B Other Traffic Control Labor

(July 15, 2026 APWA GSP)

Section 2-04.3(4)B is supplemented with the following:

Uniformed Police Officer

Definitions:

Uniformed Police Officer (UPO) as used in this specification is a "General Authority Washington Peace Officer" as defined by RCW 10.93.020(4), or a "Specially Commissioned Washington Peace Officer" as defined by RCW 10.93.020(11).

Law Enforcement Agency as used in this specification is a "General Authority Washington Law Enforcement Agency" as defined by RCW 10.93.020(3).

The Contractor shall arrange for off-duty UPOs to be present for the following activities:

1. At the commissioning of a new traffic signal, or the recommissioning of an existing traffic signal which has been upgraded.
2. Countermanding a traffic signal indication at a signalized intersection.
3. Directing vehicle and pedestrian traffic when a traffic signal indication is turned off or is inoperative.
4. Where the Engineer deems it necessary for safety, including Work during hours of darkness.

It shall be the Contractor's responsibility to secure the off duty UPO as required by the Contract, including the costs to arrange, coordinate, and supervise.

The following contact information is supplied for the Contractor's convenience:

Agency Police Officer
Contact: *** Off-Duty City of Kirkland Police Officers ***
Phone: *** 206-755-6632 ***

County Deputy Sheriff
Contact: *** King County Police Officers Guild Off-Duty Coordinator ***
Phone: *** 206-597-0935 ext. 1 ***
Email: *** info@kcpog.com. See alco kcpog.com/off-duty-deputy-request

Washington State Patrol
Contact: *** Puget Sound Executive Services ***
Phone: *** 206-417-8282 ***

Unless required by law, the subcontracting requirements of Section 1-08.1 do not apply to UPOs.

The Contractor must obtain prior approval for use of off-duty UPOs through an approved traffic control plan and approved amendments to the Contract traffic control plans. The off-duty UPO shall be in addition to all other personnel required for flagging according to the approved traffic control plan.

A UPO shall be provided in the event of accidental power outages or disruption of a signalized intersection as a result of Contractor's Work and remain in place until the intersection becomes satisfactorily operational as determined by Agency Engineer or his/her representative.

The UPO shall provide their Agency Police Vehicle with active light bars for night visibility.

2-04.4(2) Item Bids With Lump Sum for Incidentals
(February 17, 2026 APWA GSP)

Section 2-04.4(2) is supplemented with the following:

"Uniformed Police Officer" will be measured by the hour. Hours will be measured for each fully equipped Uniformed Police Officer, including vehicle, if required, directing or monitoring traffic, as shown on an approved Traffic Control Plan in accordance with Section 2-04.3(4)B of these Special Provisions.

2-04.5 Payment

2-04.5(1) Lump Sum Bid for Project (No Unit Items)
(February 17, 2026 APWA GSP)

Revise the pay item name to read:

"Project Temporary Traffic Control, min. Bid $ ***$180,000***", lump sum.

2-04.5(2) Item Bids with Lump Sum for Incidentals
(February 17, 2026 APWA GSP, Option B)

Section 2-04.5(2) is supplemented with the following:

"Uniformed Police Officer", per hour

The unit contract price for "Uniformed Police Officer", when applied to the number of units measured for this item in accordance with Section 2-04.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 2-04.3(4)B of these Special Provisions, including all costs for arrangement for and supervision of uniformed law enforcement personnel and vehicles to participate in the Contractor's traffic control activities.

END DIVISION 2

DIVISION 3

EARTHWORK

3-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

3-01.3 Construction Requirements

3-01.3(5) Removal of Trees and Tree Stumps

Section 3-01.3(5) is added as follows:

(******)

Numerous locations along NE 68th ST require tree and stump removal. Tree removal shall consist of cutting and disposing of tree limbs and trunks. Tree stump grinding shall consist of grinding the stumps of the removed trees. The Contractor shall grind the stumps to a minimum of 6 inches below existing ground surface elevation. In areas of the sidewalk path and installed utilities, trees and tree stumps shall be removed in their entirety.

3-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

3-02.3 Construction Requirements

Section 3-02.3 is supplemented with the following:

(******)

Removal of Obstructions

The following items shall be included in the lump sum item “Removal of Structures and Obstructions”:

Item	Location	Approximate Quantity
Crossing Flag Post	STA 36+08.5, 27.3’ RT STA 36+19.4, 28.2’ LT	2 EA
Raised Pavement Marker	STA 13+45.2 to STA 19+99.9	22 EA
Dual-Faced Traffic Curb	STA 15+60.8, 1.9’ RT to STA 15+84.1, 1.4’ RT	23 LF
Junction Box	STA 36+05.4, 0.3' LT	1 EA
Irrigation Meter	STA 36+01.8, 1.5’ RT STA 36+08.7, 1.8’ RT	2 EA

Removal of utility boxes and meters includes removal, haul, disposal, backfilling and compacting voids, and cutting and capping utilities.

These quantities are not guaranteed accurate or to be all the necessary items of Work as required in Section 3-02 of the Standard Specifications and as modified herein. Quantities are for the Contractor's convenience and should be verified by the Contractor prior to Bidding.

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

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

(******)

All full-depth sawcuts 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.

All sawcutting performed in the Contract shall provide for and include removal and disposal of slurry created from water cooling/lubrication, in accordance with the Washington State Department of Ecology regulations. Waste material (slurry) shall not be allowed to enter drainage systems, ditches, or streams.

Removal of Asphalt Concrete Pavement

The approximate thickness of the asphalt concrete pavement is 9 inches on NE 68th Street.

Removal of Curb, Gutter and Sidewalk

The Contractor shall use a sawcut to delineate curbing, gutters, ramps, pedestrian curbs, and sidewalk to be removed from curbs, gutters, ramps, pedestrian curbs, pole foundations, and sidewalk to remain. The Contractor shall take care to avoid damaging adjacent curbs, gutters, pedestrian curbs, pole foundations, and sidewalk to remain. Any damage caused to the curbs, gutters, pedestrian curbs, pole foundations, and sidewalk to remain, as a result of the Contractor's operations, shall be repaired to the satisfaction of the Engineer at no additional cost to the Contracting Agency.

3-02.3(4) Sawcutting

Section 3-02.3(4) is added as follows:

(******)

The Contractor shall be responsible for ensuring that special precautions are undertaken so that no concrete or concrete by-products, or products and by-products used in the sawcut of asphalt or concrete, are discharged into any storm drain or surface water system.

In accordance with the Department of Ecology guidelines, wastewater from Portland cement concrete, masonry, and asphalt concrete cutting operations shall not be discharged to storm drainage systems or surface waters. Cutting operations increase the pH of wastewater, therefore, filtering prior to discharge is **NOT** acceptable.

To thoroughly clean sawcuts where necessary, the Contractor shall use high pressure water (high pressure water is considered greater than 1400 psi).

All wastewater shall be collected using a wet-dry vacuum or pumped into drums for disposal. Disposal of the waste liquid may be to soil or other porous surfaces away from storm drains and surface water, only if the Contractor collects and disposes of remaining sediment after water has filtered into soil or evaporated. Impervious surfaces contaminated with sediment and grit from cutting operations shall be cleaned by sweepers to prevent contaminants from entering the storm drainage system or surface waters when it rains.

3-02.4 Vacant

Section 3-02.4 is supplemented with the following:

(******)

Measurement

Sawcutting will be measured per linear foot of saw cut, regardless of depth, to remove existing improvements. No additional measurement will be made if the Contractor is required to make more than one saw cut to achieve the required saw cut depth.

Removing cement concrete sidewalk will be measured by the square yard, exclusive of adjacent curbs and gutters and/or roadway asphalt or roadway concrete.

Removing cement concrete curb and curb and gutters will be measured by the linear foot along the line and slope of the existing curb prior to removal.

3-02.5 Payment

Section 3-02.5 is supplemented with the following:

(******)

The lump sum Contract price for "Removal of Structures and Obstructions" shall include all costs for the Work required to completely remove items; furnish and place backfill material; compact the voids; cap existing irrigation lines, and dispose of items not to be salvaged or reinstalled.

"Sawcutting Existing Pavement", per linear foot.

The unit Contract price per linear foot for "Sawcutting Existing Pavement" shall be full compensation for all Work to sawcut to remove existing improvements, regardless of material type or depth being sawcut, including collection, removal, and disposal of slurry. No additional payment will be made if the Contractor is required to make more than one sawcut to achieve the required sawcut depth, including due to conditions of layering of different types of pavement materials. No separate payment for sawcutting will be made when sawcutting is included in the unit Contract price of other Bid items.

"Removing Cement Conc. Sidewalk," per square yard.

The unit Contract price per square yard for "Removing Cement Conc. Sidewalk" shall be full compensation for performing the Work as specified, including disposal.

"Removing Cement Conc. Curb," per linear foot.

The unit Contract price per linear foot for "Removing Cement Conc. Curb" shall be full pay for performing the Work as specified, including disposal.

"Removing Cement Conc. Curb and Gutter," per linear foot.

The unit Contract price per linear foot for "Removing Cement Conc. Curb and Gutter" shall be full pay for performing the Work as specified, including disposal.

3-03 ROADWAY EXCAVATION AND EMBANKMENT

3-03.4 Measurement

Section 3-03.4 is supplemented with the following:

(September 3, 2024 WSDOT GSP)

Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract.

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

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

END OF DIVISION 3

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

(December 12, 2025 APWA GSP)

Delete Section 5-04 and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design - Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer. * (see below)
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date. * (see below)

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for *** 21.202 *** million equivalent single axle loads (ESALs).
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if required, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

* At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Mix Design. Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (for commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed, and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating

system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:

    a. A mechanical sampling device attached to the HMA plant.

    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The Contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the Contract.

Where an MTD/V is required by the Contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to placement by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for

any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one-part water to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum

temperature recommended by the emulsified asphalt manufacturer. PG grade asphalt or non-tracking tack formulas may be used upon approval of the Engineer.

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be placed upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1”		0.35 feet
HMA Class ¾” and HMA Class ½”		
	wearing course	0.30 feet
	other courses	0.35 feet
HMA Class ⅜”		0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation, the aggregate properties of sand equivalent, uncompacted void content, and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6), except as specified below in (c). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

c. These tolerances and specification limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points, except the No. 8 tolerance is +/- 6% from the JMF, the No. 200 tolerance is +/- 2.0% from the JMF with a minimum of 2% and a maximum of 8.0% passing the No. 200 sieve. Other tolerance limits for sieves designated as 100 percent passing will be 99-100

2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

a. **Aggregates** –2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per sublot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASHTO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall be tested.

Sampling and testing HMA in a structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.

- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a CPF shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a CPF using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	**Factor "f"**
All aggregate passing: 1½″, 1″, ¾″, ½″, ⅜″ and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will

be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a. The results of the retest will be used for the acceptance of the HMA in place of the original sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $500 per sample.

5-04.3(9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or Roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core", the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core", the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose,

broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction - Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $1500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction - Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each sublot, with one test per sublot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained

and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, and the roller may pass over the unprotected end of the freshly placed mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be placed against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or

2. Removal and replacement of the wearing course of HMA, or

3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $1500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

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

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying,

staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.

3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.

4. Names and locations of HMA supplier facilities to be used.

5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.

7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.

8. Names, job titles, and contact information for field, office, and plant supervisory personnel.

9. A copy of the approved Mix Designs.

10. Tonnage of HMA to be placed each day.

11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other Contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both the Paving and Planing:

   a. The actual times of starting and ending daily operations.

   b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

   c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.

   d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.

   e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planing and paving.

   f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.

   g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.

   h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

   i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

a. When to start applying tack and coordinating with paving.

b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.

c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.

e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, 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.

Roadway cores will be measured per each for the number of cores taken.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

5-04.5 Payment

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

"HMA Cl. ___ PG ___", per ton.
"HMA for Approach Cl. ___ PG ___", per ton.
"HMA for Preleveling Cl. ___ PG ___", per ton.
"HMA for Pavement Repair Cl. ___ PG ___", per ton.
"Commercial HMA", per ton.
The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Pavement Repair Excavation Incl. Haul", per square yard.
The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Planing Bituminous Pavement", per square yard.
The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

"Job Mix Compliance Price Adjustment", by calculation.
"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.3(9)C6.

"Compaction Price Adjustment", by calculation.
"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)D3.

"Roadway Core", per each.
The Contractor's costs for all Work associated with the coring (e.g., traffic control) shall be incidental and included in the unit Bid price per each.

"Cyclic Density Price Adjustment", by calculation.
"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B.

(January 13, 2021 WSDOT GSP)

Asphalt Cost Price Adjustment

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

"HMA Cl. ___ PG ___"
"HMA for Approach Cl. ___ PG ___"
"HMA for Preleveling Cl. ___ PG ___"
"HMA for Pavement Repair Cl. ___ PG ___"
"Commercial HMA"

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish asphalt binder reference costs twice each month and post the information on the Agency website at: https://wsdot.wa.gov/business-wsdot/contracts/about-public-works-contracts/payments-reporting/asphalt-binder-reference-cost. The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

Price adjustments will be calculated one time per month. No price adjustment will be made if the Current Reference Cost is within +/-5% of the Base Cost. Reference costs for projects located in Eastern versus Western Washington shall be selected from the column in the WSDOT website table labeled "Eastern", or "Western", accordingly. The adjustment will be calculated as follows:

If the reference cost is greater than or equal to 105% of the base cost, then
Asphalt Cost Price Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then
Asphalt Cost Price Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where: **Current Reference Cost** is selected from the website table based on the "Date Effective" that immediately precedes the current month's progress estimate end date. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted.

Base Cost is selected from the website table based on the "Date Effective" that immediately precedes the contract bid opening date, and shall be a constant for all monthly adjustments.

Q = total tons of all classes of HMA paid in the current month's progress payment.

"Asphalt Cost Price Adjustment", by calculation.
"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

5-05 CEMENT CONCRETE PAVEMENT

5-05.1 Description

(******)

Supplement this section with the following:

This work shall include constructing Stamped Concrete Pavement within the landscape strip, as shown on the Plans, in conformity with the lines, grades, thicknesses, and typical cross-section as detailed on the Plans and in accordance with City of Kirkland Plan No. CK-R.20.

5-05.2 Materials

(******)

Supplement this section with the following:

Stamped cement concrete pavement shall be constructed with a Class 4000 Portland Cement Concrete mix conforming to the requirements of Section 6-02.

Root barrier shall be as specified in City of Kirkland Plan No. CK-R.48.

Galvanized Welded Wire Mesh	9-07.7 Standard Specifications
Epoxy Coated Dowel Bars	9-07.5(1) Standard Specifications

The reference to Section 9-07.5(2) Corrosion Resistant Dowel Bars is deleted.

5-05.3 Construction Requirements

(******)

Supplement this section with the following:

Contraction/control joints shall be constructed with 12-foot max spacing or as approved by the Engineer.

Stamped Cement Concrete Pavement shall be installed flush with adjacent cement concrete curb.

Antique release and sealer shall be applied evenly to the surface of fresh concrete according to the manufacturer's specifications.

<u>Submittals</u>

Catalog product cut sheets for stamping tools, antique release and sealer shall be submitted to the Engineer for approval prior to providing mock-up samples.

Contractor to provide pavement and joint layout for the Engineer's approval prior to installation. Layout shall be determined in field and approved by the Engineer.

<u>Mock-Up Sample(s)</u>

Prior to the start of concrete pavement work, the Contractor shall provide a minimum (4) four feet by (4) four feet (16 square feet) mock-up sample of Stamped Cement Concrete Pavement showing stamped pattern, release agent and sealer per these special provisions and design plans.

Completed work not meeting the visual quality of the approved sample shall be removed and replaced by the Contractor at no additional cost to the Owner.

The final approved sample shall be the standard for the balance of the rest of the 'Stamped Cement Concrete Pavement' work installed in the median and shall be protected from damage until final acceptance and approval. Mock-up sample(s) provided for approval by the Engineer shall be incidental to and included in the unit bid price for "Stamped Cement Conc. Pavement" per these Special Provisions.

No additional concrete shall be placed prior to the test panel being approved by the Engineer.

5-05.3(10) Tie Bars and Corrosion Resistant Dowel Bars

All references to corrosion resistant dowel bars in Section 5-05.3(10) are deleted for this Project.

5-05.3(11) Finishing

Supplement this section with the following:

Stamped Cement Concrete Pavement noted in the Plans within the median shall receive stamp pattern and finish.

Finish of Stamped Cement Concrete Pavement shall be achieved using 'Cobblestone' pattern -BST5000 textured mats and Chiseled Slate - BST7618 touch-up skins as well as Chiseled Slate -BSTR0976 touch-up roller sleeve available from Butterfield Color, phone 1-800-282-3388, or approved equal. Cobblestone pattern surface texture shall be achieved using imprinting texture, stencils, detailing tools to create a running bond pattern of square and rectangular shapes with grout lines. Edges, corners and texture shall be as shown on the Plans. Stamped Cement Concrete Pavement shall receive antiquing release agent and sealer (including additive) application, as follows:

- Butterfield Color® #PT12 Penna-Tique Antiquing Agent- Storm Gray
- Butterfield Color® Clear-Guard™ Cure & Seal

5-05.4 Measurement

(******)

The first paragraph, including numbered list, and second paragraph of Section 5-05.4 are deleted and replaced with the following:

Stamped cement concrete pavement will be measured per square yard of completed stamped cement concrete pavement surface.

5-05.5 Payment

(******)

The second and third paragraphs of Section 5-05.5 are replaced with the following:

"Stamped Cement Conc. Pavement" per square yard.

The unit Contract price for "Stamped Cement Conc. Pavement" shall be full compensation for all costs necessary and incidental to installing stamped cement concrete pavement, including but not limited to excavation; procuring, placing and compacting crushed surfacing top course; forming, procuring and placing concrete, joint materials, galvanized welded wire mesh, root barrier, stamping, curing and sealing.

END OF DIVISION 5

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

Section 8-01.1 is supplemented with the following:

(June 20, 2017 COK GSP)

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 Control and Water Pollution Prevention".

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

(June 20, 2017 COK GSP)
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

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

(******)
Stormwater Pollution Prevention Plan
The Contractor shall prepare a Temporary Erosion and Sediment Control (TESC) Plan in accordance with Department of Ecology and City of Kirkland requirements.

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

In addition, the TESC Planshall 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 TESC Plan 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 TESC Plan 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 TESC Plan may be forwarded to the Engineer rather than submitting a complete document. Revisions to the TESC Plan may be kept on-site in a file along with the original TESC Plan document.

(June 20, 2017 COK GSP)

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

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.

(June 20, 2017 COK GSP)

8-01.3(1)C Water Management

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 Control and Water Pollution Prevention" 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 Control and Water Pollution Prevention". No additional compensation shall be made for conflicts with existing or proposed improvements or construction sequencing of work when facilities are utilized to meet permit requirements.

(******)

8-01.3(1)F Stormwater Sampling

Section 8-01.3(1)F is added as follows:

Stormwater sampling shall be performed by the Contractor or authorized representative at the frequencies required in the Construction Stormwater General Permit (weekly at minimum). Samples shall be analyzed for turbidity and pH in accordance with the Construction Stormwater General Permit. Sampling shall be conducted in accordance with the EPA 180.1 analytical method and the Washington State Department of Ecology's *How to do Stormwater Monitoring: A guide for construction sites*, available online at http://www.ecy.wa.gov/pubs/0610020.pdf. Samples shall be taken at the point of discharge from the site. Reports of the sampling results shall be recorded in the project SWPPP and shall be submitted monthly to the Contracting Agency and the Washington State Department of Ecology. The DMR forms are mailed to permittees when permit coverage is granted for the project. If there are no discharges during the month, the Contractor is still required to submit a form stating "no discharge". The sampling results shall be submitted via mail to:

Department of Ecology
Water Quality Program - Construction Stormwater
PO Box 47696
Olympia, Washington 98504-7696

Ecology must receive DMR's within 15 days after the end of each month. If the permittee monitors more frequently than required by the permit, these results also need to be submitted in the DMR.

Corrective measures shall be taken if benchmark values are exceeded.

The key benchmark turbidity value is 25 nephelometric turbidity units (NTU) for the downstream receiving water body. If the 25 NTU benchmark is exceeded in any sample collected from the discharge point, the following steps will be conducted:

a. Ensure all BMPs specified in this SWPPP are installed and functioning as intended.

b. Assess whether additional BMPs should be implemented, and document modified BMPs in the SWPPP as necessary.

c. Sample discharge daily until the discharge is 25 NTU or lower.

If the turbidity exceeds 250 NTU at any time, the following steps will be conducted:

a. Notify Ecology by phone within 24 hours of analysis.

b. Continue sampling daily until the discharge is 25 NTU or lower Initiate additional treatment BMPs such as off-site treatment, infiltration, filtration and chemical treatment within 24 hours, and implement those additional treatment BMPs as soon as possible, but within a minimum of 7 days.

    1. Describe inspection results and remedial actions taken in the site log book and in monthly discharge monitoring reports.

Sampling and monitoring for pH will occur during the phase of construction when concrete pouring will be conducted until fully cured (3 weeks from pour). Samples will be collected weekly at all discharge points prior to discharge to surface water. Samples will be analyzed for pH using a calibrated pH meter and recorded in the site log book.

The key benchmark pH value for stormwater is a maximum of 8.0. If a pH greater than 8.0 is measured at a discharge point that has the potential to discharge to surface water, the following steps will be conducted:

a. Assess whether additional BMPs should be implemented and whether associated revisions to the SWPPP are necessary.

b. Stop (detain) all discharges from leaving the site and entering surface waters or storm drains if the pH is greater than 8.5.

c. Sample sedimentation pond the following day, and if the pH exceeds 8.0 for the second consecutive day, implement CO_2 sparging treatment.

d. Sample and measure pH daily until there are 3 consecutive pH measurements less than 8.0.

e. If there are 3 consecutive pH measurements greater than 8.0, notify the Washington Department of Ecology by phone within 24 hours of the 3rd measurement exceeding a pH of 8.0 and initiate discussions with Ecology regarding additional treatment BMPs.

f. Describe inspection results and remedial actions that are taken in the site log book and in monthly Discharge Monitoring Reports.

8-01.5 Payment

Section 8-01.5 is supplemented with the following:

(******)

"Erosion Control and Water Pollution Prevention", lump sum.

"Erosion Control and Water Pollution Prevention" shall also be full pay for all Work and materials necessary to develop and implement the SWPPP and achieve the runoff turbidity and pH levels compliant with the identified benchmarks and permit requirements, as approved by the Engineer. All erosion control measures are included in "Erosion Control and Water Pollution Prevention", except as otherwise noted in the Contract Documents.

8-02 ROADSIDE RESTORATION

8-02.3 Construction Requirements

8-02.3(17) Property Restoration

Section 8-02.3(17) is added as follows:

(******)

The Contractor shall blend the new construction into developed private property adjacent to the project using similar materials to those existing, (e.g. sod shall be used to match into lawn areas, bark shall be used to match into planting areas, topsoil shall be used to match into garden areas, etc.).

If the items used for the restoration have pay items in the Contract, they will be paid under those items.

8-02.4 Measurement

The fourth paragraph of Section 8-02.4 is revised to read as follows:

(******)

Seeding, fertilizing, and mulching will be measured by the acre or the square yard or the square foot by ground slope measurement or through the use of design data.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

(******)

"Property Restoration", lump sum.

The lump sum Contract price for "Property Restoration" shall be full pay for the labor, materials, and equipment necessary to restore areas adjacent to new construction as described above. All additional materials and labor called for herein and which are required to restore areas shall be included in the lump sum Contract price.

"Seeding and Mulching", per square foot.

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.3 Construction Requirements

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

Section 8-02.3(1) is supplemented with the following:

(******)

Cement Concrete Curb and Gutter shall be constructed in accordance with City of Kirkland Pre-Approved Plan CK-R.17.

Cement Concrete Pedestrian Curb shall be constructed in accordance with City of Kirkland Pre-Approved Plan CK-R.17A.

Cement Concrete Vertical Curb shall be constructed in accordance with City of Kirkland Pre-Approved Plan CK-R.17C

8-04.5 Payment

Section 8-04.5 is supplemented with the following:

(******)

"Cement Conc. Curb and Gutter", per linear foot.
"Cement Conc. Vertical Curb", per linear foot.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.1 Description

Section 8-14.1 is replaced with the following:

(******)

This Work consists of constructing cement concrete sidewalks, depressed sidewalks, transition sidewalks, detectable warning surfaces, cement concrete landing pad, and ADA ramps, in accordance with details shown in the Plans, Standard Plans, these Specifications, the *Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* August 8, 2023 (commonly referred to as the 2023 PROWAG), and in conformity to lines and grades shown in the Plans or as established by the Engineer.

8-14.2 Materials

Section 8-14.2 is supplemented with the following:

(******)

Cement concrete sidewalk shall be constructed in accordance with Section 8-14 of these Specifications and as shown on the Standard Details and details shown on the Plans.

8-14.3 Construction Requirements

The first paragraph of Section 8-14.3 is deleted and replaced with the following:

(******)

The concrete in the sidewalks, the transitions, and curbs shall be air entrained concrete Class 4000 in accordance with the requirements of Section 6-02. No color or tint shall be added.

Section 8-14.3 is supplemented with the following:

(October 3, 2022 WSDOT GSP)
The Contractor shall request a pre-construction meeting with the Engineer to be held two to five working days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. The Contractor and subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.

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

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

1. Slopes shown on the Plans.
2. Inspection

3. Traffic control

4. Pedestrian control, access routes and delineation

5. Accommodating utilities

6. Form work

7. Installation of detectable warning surfaces

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

9. Cold Weather Protection

(January 7, 2019 WSDOT GSP)
Layout and Conformance to Grades
Using the information provided in the Contract documents, the Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter.

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

(December 28, 2006 COK GSP)
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.

Section 8-14.3(3) is supplemented with the following:

(******)

The Contractor shall submit a detailed Jointing Plan to the Engineer for review and approval. The Jointing Plan shall include jointing around Structures and other surface features as necessary. The Jointing Plan shall identify all types of joints.

Sidewalk and curb and gutter cannot be poured monolithically. An expansion joint will be required when concrete sidewalk is surrounded by other hard surfaces (for example driveways) or as directed by the Engineer.

Sidewalk shall not be poured in the rain, in accordance with City of Kirkland Policy R-8, placing concrete or asphalt in adverse weather conditions.

8-14.4 Measurement

Section 8-14.4 is supplemented with the following:

(******)

Cement concrete curb ramps will be measured per square yard for the complete curb ramp type installed and includes the installation of the detectable warning surface.

8-14.5 Payment

Section 8-14.5 is supplemented with the following:

(******)

The unit Contract price per square yard for “Cement Conc. Sidewalk” shall be full compensation to furnish all labor, materials, equipment, and incidentals to complete the Work as specified and shown in the plans including concrete class 4000, thickened edge sidewalk, sidewalk coping, excavation, formwork, finishing, and detectable warning strips.

“Cement Conc. Curb Ramp Type ____”, per square yard.
The unit Contract price per square yard for “Cement Conc. Curb Ramp Type ____” shall be full compensation to furnish all labor, materials, equipment, and incidentals to complete the Work as specified and shown in the plans including concrete class 4000, excavation, formwork, finishing, and detectable warning strips.

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

8-20.1 Description

Section 8-20.1 is supplemented with the following:

(******)

This Work shall consist of the following:

- Installation of Rectangular Rapid Flashing Beacons (RRFB) at the 112th Ave NE midblock crossing.

- Installation of speed radar signs at the westbound and eastbound approaches to the 112th Ave NE midblock crossing.
- Installation of conduit and junction boxes for future streetlighting at the 112th Ave NE midblock crossing.

All Work shall be performed as shown in the Plans in accordance with applicable Standard Specifications, Standard Plans, Amendments, City Standards, and the following Special Provisions.

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

- Signal poles and foundations
- Signal controller and equipment
- Cabinets and bases
- Pedestrian push buttons
- Junction boxes
- Conduit and wire
- Electrical service, enclosures, connections, and bases
- Subsurface exploration
- Utility locates
- Rectangular Rapid Flashing Beacon (RRFB)
- Speed Radar Signs and solar power supply

The Work shall include testing existing traffic signal and lighting equipment prior to construction. The Work shall also include the supply, testing and installation of all traffic signal hardware including the communication cable and interface system, and when specified, the modification of such an existing system.

The Work shall also include removing existing traffic signal and illumination equipment, junction boxes, loop detectors, and all necessary associated equipment where applicable to complete the Work.

This Work consists of furnishing, installing, and field testing all materials and equipment necessary to complete in place, fully functional pedestrian crossing systems in accordance with approved methods, the Plans, WSDOT Standard Drawings, the Special Provisions, these Specifications, and the *Public Right-of-Way Accessibility Guidelines, August 8, 2023* (commonly referred to as the 2023 PROWAG).

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

This Work includes furnishing, installing and field-testing all materials necessary to provide a complete and operational illumination system that includes, but not limited to conduits, wiring, junction boxes, luminaires, luminaire poles, luminaire pole slip-bases, and foundations. This Work also includes designing, furnishing, maintaining, cabinets and removing a temporary illumination system.

8-20.1(1) Regulations and Codes

Section 8-20.1(1) is supplemented 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.

8-20.1(2) Industry Codes and Standards

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

(******)

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

(******)

8-20.1(3) Errors and Omissions

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

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

8-20.2 Materials

Section 8-20.2 is supplemented with the following:

(******)

General

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

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

8-20.2(1) Equipment List and Drawings

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

(******)

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

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

- Manufacturer's complete specifications for all communication system cabling, splice enclosures and associated electronics.
- Fiber optic cable cutting lengths reflecting the cable order and reel allocations.

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

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

(WSDOT GSP March 13, 1995)
Pole base to light source distances (H1) for lighting standards with pre-approved plans shall be as noted in the Plans.

Pole base to light source distances (H1) for lighting standards without pre-approved plans will be furnished by the Engineer as part of the final approved shop drawings, prior to fabrication.

8-20.3 Construction Requirements

8-20.3(1) General

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

(WSDOT NWR February 11, 2013)
Fiber Optic Cable Installation
When installing new fiber optic cable or reinstalling existing fiber optic cable into new or existing cable vaults or pull boxes, the installation method shall ensure that the cable is free of dirt and debris as it enters the conduit and that no dirt or debris enters the conduit receiving the cable prior to the conduit being plugged or sealed.

When installing fiber optic cable, the installation method shall prevent the fiber cable from direct contact with the ground or pavement between pulls or prior to the installation of the fiber cable into the conduit.

(WSDOT NWR May 15, 2000)

Energized Equipment

Work shall be coordinated so that electrical equipment, with the exception of the service cabinet, is energized within 72 hours of installation.

(WSDOT NWR June 20, 1995)

Pole Removal

Poles designated for removal shall not be removed prior to approval of the Engineer.

(WSDOT NWR October 31, 2005)

Construction Core Installation

The Contractor shall coordinate installation of construction cores with Contracting Agency maintenance staff through the Engineer. The Contractor shall provide written notice to the Engineer, a minimum of seven working days in advance of proposed installation. The Contractor shall advise the Engineer in writing when construction cores are ready to be removed.

(WSDOT NWR May 15, 2000)

Electrical Equipment Removals

Removals associated with the electrical system shall not be stockpiled within the job site without the Engineer's approval.

(******)

Power Source Coordination

The Contractor shall coordinate all Work required to connect the electrical service cabinet(s) with Puget Sound Energy.. Within four (4) weeks after Notice to Proceed, the Contractor shall meet with a PSE Representative (contact Lyndsey Goldsmith at 425-396-3838) in the field to determine the location of the power source and shall notify the Engineer immediately if any conflicts exist. Resident Engineer and City shall be kept informed of all coordination between Contractor and PSE.

8-20.3(2) Excavating and Backfilling

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

(******)

All adjacent surfaces damaged by the Contractor’s operations shall be repaired at its expense. The Contractor shall protect all private and public utilities from damage resulting from the Work.

All conduit shall be in place prior to placement of the base course of the final pavement.

Conduit Trench Construction

To avoid conflicts with other utilities, the trench may be sloped or drifted.

When open trench construction is used on existing surfaces which will not be resurfaced, the pavement shall be removed and replaced as detailed in the Plans.

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

1. The pavement shall be saw cut a minimum of 3 inches deep. The cuts shall be parallel to each other and extend 12 inches beyond each edge of the trench.
2. Pavement shall be removed in an approved manner.
3. Trench depth shall provide 2 feet minimum cover over conduits.
4. Trench width shall be the conduit diameters plus 2 inches between conduits plus 2 inches on each side of trench.
5. Trenches located within paved Roadway areas shall be backfilled with controlled density fill (CDF) meeting the requirements of Section 2-09.3(1)E, and including non-chloride accelerating admixtures in accordance with Section 9-23.6. The controlled density fill shall be placed level to, and at the bottom of the existing pavement. The pavement shall be replaced with paving material that matches the existing pavement.
6. No steel sheets will be allowed over weekends or holidays observed by the Contracting Agency.

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

8-20.3(3) Removing and Replacing Improvements

Section 8-20.3(3) is supplemented with the following:

(******)

Salvaged light standards shall be stockpiled and/or delivered to a location as designated by the Engineer.

The Contractor shall remove all nonessential, unused junction boxes. The Contractor shall remove all foundations that are not to be reused to a depth of at least three (3) feet below the existing or finished grade, whichever is lower, or removed entirely, unless otherwise noted in the Plans. The conduits connecting to the foundation shall be cut off and capped or removed as designated by the Engineer. Any such foundation or conduit left below the surface shall be noted on the As-Built Plans provided to the Contracting Agency by the Contractor.

The Contractor shall be responsible for disposing of all other waste created by the required salvage and/or removal of items shown in the Plans or specified herein.

8-20.3(4) Foundations

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

(******)

Foundations for streetlight poles and service cabinets shall be as specified in the Plans, in these Special Provisions, and in the Standard Plans and Specifications.

Concrete shall be placed against undisturbed earth where possible. Prior to placing the concrete, the Contractor shall block out around any other underground utilities that may lie in the excavated base to prevent foundation adherence to the utility line. Concrete foundations shall be troweled, brushed, edged and finished. Exposed anchor bolts and conduits shall be promptly cleaned of any concrete after installation.

All permanent casing shall be a smooth wall non-corrugated structure of steel base metal. All permanent casing shall be of ample strength to resist damage and deformation from transportation and handling, installation stresses, and all pressures and forces acting on the casing. The casing shall be clean prior to placement in the excavation. The permanent casing may be telescoped, but the outside diameter of the casing shall not be less than the specified diameter of the shaft.

Foundation locations indicated in the Plans may be slightly revised in the field by the Engineer to improve effectiveness or due to unforeseen conflicts with existing facilities. Prior to foundation excavation, all locations shall be approved by the Engineer.

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

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

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

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

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.

Temporary Trench Patch

The Contractor shall be required to provide either a temporary cold mix trench patch, or permanent paving, at the end of the working day following installation of utilities crossing an operational Roadway. Cold mix patches shall be compacted, rolled, and maintained to a smooth surface until permanent paving is accomplished.

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, and driveways, unless otherwise approved by the Engineer. 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.

8-20.3(6)B Adjusting Junction Box

Section 8-20.3(6)B is added as follows:

> Existing junction box locations may be required to be adjusted horizontal and/or vertically. Distance between the top of conduit and bottom of new junction box lid shall be maximized but not exceed 12 inches. Existing conduits coming into and/or leaving a junction box shall be exposed and adjusted as required to fit into new junction box location. Hand digging shall be required during these adjustments.

8-20.3(8) Wiring

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

(******)

For installing new cables in existing occupied or empty conduit, the Contractor shall be responsible for the following steps: 1) Install a new pull rope using a rod/fish tape in the conduit for pulling in the new cabling if a pull rope does not already exist. 2) If the Contractor cannot get the rod/fish tape to pass through the conduit, the Contractor shall blow air through the conduit to remove any debris blocking the rod/fish tape path. The Contractor shall be careful not to blow air into controller or service cabinets. 3) If the rod/fish tape still does not pass through the conduit after blowing air, the Contractor shall disconnect a single existing wire as agreed to by the Engineer (if the conduit is occupied)

and use that wire to pull the new wiring plus a new cable to replace the existing cable that is being used for pulling. 4) If no existing wire can be used to pull in the new wire, the Contractor shall try another conduit run if one exists, or pull out all existing wiring from the conduit and use to pull in the new wiring plus all new cabling to replace existing cabling. Rodding, fish taping, blowing air, and disconnecting/ reconnecting cable shall be the Contractor's cost responsibility. In an event that none of these steps led to successful wire installation, the Contractor shall install new conduit as directed by the Engineer.

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

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

(WSDOT NWR April 14, 2003)

Wire Labels

At each junction box, all illumination wires, power supply wires, and communication cable shall be labeled with a PVC marking sleeve. For illumination and power supply circuits the sleeve shall bear the circuit number. For communication cable the sleeve shall be marked "Comm.".

(WSDOT NWR March 13, 1995)

Wire Splices

All splices shall be made in the presence of the Engineer.

(WSDOT NWR May 1, 2006)

Illumination Circuit Splices

Temporary splices shall be the heat shrink type.

(March 13, 1995)

Field Wiring Chart

501	AC+ Input	516-520 Railroad Pre-empt
502	AC- Input	5A1-5D5 Emergency Pre-empt
503-510	Control-Display	541-580 Coordination
511-515	Sign Lights	581-599 Spare

Movement Number	1	2	3	4	5	6	7	8	9
Vehicle Head									
Red	611	621	631	641	651	661	671	681	691
Yellow	612	622	632	642	652	662	672	682	692
Green	613	623	633	643	653	663	673	683	693
Spare	614	624	634	644	654	664	674	684	694
Spare	615	625	635	645	655	665	675	685	695
AC-	616	626	636	646	656	666	676	686	696
Red Auxiliary	617	627	637	647	657	667	677	687	697
Yellow Auxiliary	618	628	638	648	658	668	678	688	698
Green Auxiliary	619	629	639	649	659	669	679	689	699

Pedestrian Heads & Dets.									
Hand	711	721	731	741	751	761	771	781	791
Man	712	722	732	742	752	762	772	782	792
AC-	713	723	733	743	753	763	773	783	793
Detection	714	724	734	744	754	764	774	784	794
Common-Detection	715	725	735	745	755	765	775	785	795
Spare	716	726	736	746	756	766	776	786	796
Spare	717	727	737	747	757	767	777	787	797
Spare	718	728	738	748	758	768	778	788	798
Spare	719	729	739	749	759	769	779	789	799
Detection									
AC+	811	821	831	841	851	861	871	881	891
AC-	812	822	832	842	852	862	872	882	892
Common-Detection	813	823	833	843	853	863	873	883	893
Detection A	814	824	834	844	854	864	874	884	894
Detection B	815	825	835	845	855	865	875	885	895
Loop 1 Out	816	826	836	846	856	866	876	886	896
Loop 1 In	817	827	837	847	857	867	877	887	897
Loop 2 Out	818	828	838	848	858	868	878	888	898
Loop 2 In	819	829	839	849	859	869	879	889	899
Supplemental Detection									
Loop 3 Out	911	921	931	941	951	961	971	981	991
Loop 3 In	912	922	932	942	952	962	972	982	992
Loop 4 Out	913	923	933	943	953	963	973	983	993
Loop 4 In	914	924	934	944	954	964	974	984	994
Loop 5 Out	915	925	935	945	955	965	975	985	995
Loop 5 In	916	926	936	946	956	966	976	986	996
Loop 6 Out	917	927	937	947	957	967	977	987	997
Loop 6 In	918	928	938	948	958	968	978	988	998
Spare	919	929	939	949	959	969	979	989	999

8-20.3(9) Bonding, Grounding

Section 8-20.3(9) is supplemented with the following:

All electrical vaults supplied for this project must be supplied with embedded grounds. All electrical vaults that are to be adjusted must be grounded.

8-20.3(10) Service, Transformer, and ITS Cabinets

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

(WSDOT NWR March 4, 2009)

Cabinet Construction Core

A green construction core shall be installed for each cabinet core lock. Upon Contract completion, two master keys for each cabinet shall be delivered to the Engineer.

(******)

A 3-wire electrical service shall be used at 120/240 volts, single phase, 60-hertz AC between the power source and the service cabinet. The unfused power shall enter the service cabinet through a separate conduit.

The Contractor shall install a service cabinet as specified. The service cabinet shall be mounted on a concrete base with anchor bolts fastening to the inside of the base of the cabinet. The illumination components shall be connected to the 240-volt, 60-hertz power.

The Contractor shall have the service inspected by the City of Kirkland Electrical Inspector and shall be solely responsible for coordination with the power company to have the service energized.

Existing electrical service shall remain energized until the switchover to new illumination and signal systems is completed and fully functional.

8-20.3(11) Testing

Section 8-20.3(11) is supplemented with the following:

(******)

The Contractor shall notify the Engineer three (3) working days prior to conducting the testing.

Prior to scheduling a turn-on date, the Contractor shall verify with the Engineer that:

- Field Test Nos. 1, 2, and 3, as specified in Section 8-20.3(11), have been completed.
- The Contractor shall have completed all required inspections for permits including, but not limited to ground, conduit, wiring connections and final.
- The Contractor shall conduct tests to assure proper intended operation of the RRFB system. The Contractor shall provide the Engineer a minimum of five (5) working days advance notices of the proposed RRFB system turn-on date and time for approval. The RRFB turn-on procedure shall not begin until all required channelization, pavement markings, and signs are installed. The Contractor shall provide traffic control to stop all traffic from entering the intersection or affected street segment and shall then turn the RRFB system to its flash mode to verify proper flash indications. The Engineer will verify proper flash pattern and rate is implemented. The Contractor shall then conduct functional tests to demonstrate that each part of the RRFB system functions as intended consistent with plans, project Specifications, and manufacturers Specifications. This demonstration shall be conducted in the presence of the Engineer. The Engineer may introduce additional testing to assess full functions of the system as intended. Based on the results of the turn-on, the Engineer will direct the Contractor to either keep the RRFB system on normal operation or to turn the system off and cover all lighted displays until necessary corrections by the Contractor are completed.

8-20.3(17) As-Built Plans

Section 8-20.3(17) is supplemented with the following:

(******)

The Contractor shall keep current “pencil redline” as-built drawings for any traffic signal installation and/or modification. As-built drawings shall be available to the Engineer upon request and must be submitted to the Engineer.

8-20.4 Measurement

Section 8-20.4 is supplemented with the following:

(WSDOT NWR August 10, 2009 GSP)

When the following is shown as lump sum in the Plans or in the Proposal, no specific unit of measurement will apply, but measurement will be for the sum total of all items for a complete system to be furnished and installed.

(******)

RRFB System

(******)

Speed Radar System

8-20.5 Payment

Section 8-20.5 is supplemented with the following:

(******)

"RRFB System ____", lump sum.

The lump sum Contract price for "RRFB System ____"

The lump sum Contract price for "RRFB System" shall be full compensation for the costs of all tools, equipment, materials, and labor necessary or incidental to provide a complete and operational RRFB system and future lighting system, including but not limited to: design, submittals, conductors, signs, poles, foundations, service cabinets, controller cabinet, push buttons, wiring, junction boxes, electrical power and fees, adjustments, protection and maintenance, and all other Work as specified and shown in the Plans.

(******)

"Speed Radar System", lump sum.

The lump sum Contract price for "Speed Radar System" shall be full compensation for the costs of all tools, equipment, materials, and labor necessary or incidental to provide a complete and operational Speed Radar system, including but not limited to: design, submittals, conductors, signs, poles, foundations, wiring, junction boxes, solar power system, adjustments, protection and maintenance, and all other Work as specified and shown in the Plans.

*(NWR March 22, 2010 WSDOT GSP, **modified**)*

"Adjusting Existing Junction Box", per each

The unit Contract price per each for "Adjusting Existing Junction Box" shall be full pay for the Work as specified, including but not limited to adjusting the elevation of the junction box, installation or replacement of the gravel pad, adjustment of conduit placement within the junction box. All Work shall conform to the requirements of Standard Plans J-40-10-04, J-40.20-03 and J-40.30-04.

When the replacement or modification of electrical or communication system cables, wiring or conductors or other associated Work, not identified as Work in the Contract Plans, is required as a result of the adjustment of existing junction boxes, all costs associated with those modifications shall be paid in accordance with Section 1-04.4.

8-21 PERMANENT SIGNING

8-21.3 Construction Requirements

8-21.3(5) Sign Relocation

(******)

8-21.3(5)A Sign Replacement

Section 8-21.3(5)A is added as follows:

Where shown in the Plans, existing signs shall be removed and replaced with new signs by the Contractor at the location noted. If the sign is noted in the Plans as a custom sign type, sign details will be provided by the Contracting Agency during construction. Sign panel sizes shown in the Plans are approximate and shall be confirmed with the Engineer prior to the Contractor procuring the sign panels. Sign removal and sign installation shall conform to the requirements in this Section.

8-22 PAVEMENT MARKING

8-22.1 Description

Section 8-22.1 is supplemented with the following:

(******)

Concrete curbing shall be painted with two full coats of paint conforming to Section 9-34.2, as shown in the Contract Plans or as designated by the Engineer. The paint can be applied by brush or spray. The second coat shall have glass traffic paint beads sprinkled in the wet paint at a rate of 12 pounds per 100 linear feet of curbing. The beads shall conform to the requirements of Section 9-34.4. The paint should be thoroughly dry before the application of successive coats.

8-22.4 Measurement

Section 8-22.4 is supplemented with the following:

(******)

Plastic green bicycle lane markings and plastic driveway crossing bicycle lane markings will be measured by the square foot of marking installed.

Plastic shared lane markings will be measured per each.

Plastic bicycle lane markings will be measured per each, with one unit consisting of both the bicycle symbol and the associated directional arrow.

Painted curb will be measured by the linear foot of curb painted, measured along the face of the curb.

8-22.5 Payment

Section 8-22.5 is supplemented with the following:

(******)

"Plastic Wide Dotted White Extension Line," per linear foot.

"Plastic Green Bike Lane Markings," per square foot.

"Plastic Driveway Crossing Bike Lane Markings," per square foot.

"Plastic Shared Lane Marking," per each.

"Plastic Bicycle Lane Markings," per each.

"Painted Curb", per linear foot.

The unit Contract price per linear foot for "Painted Curb" shall be full pay for all labor, materials, paint, equipment, and necessary incidentals required to complete the Work in accordance with he Contract Plans and these Specifications.

END OF DIVISION 8

DIVISION 9
MATERIALS

9-29 Illumination, Signal, Electrical

Section 9-29 is supplemented with the following:

(******)

General

All bolts, nuts, washers, and other fasteners shall be stainless steel unless otherwise specified herein.

Where applicable, all materials, equipment, and installation procedures shall conform to the current requirements and standards of the State of Washington Department of Labor and Industries.

Conduit, Innerduct, and Outerduct

Section 9-29.1 is supplemented with the following:

(WSDOT NWR August 10, 2009)

Conduit Sealing

Mechanical plugs for cabinet conduit sealing shall be one of the following:

1. Tyco Electronics - TDUX
2. Jackmoon – Triplex Duct Plugs
3. O-Z Gedney – Conduit Sealing Bushings

The mechanical plug shall withstand a minimum of 5 psi of pressure.

9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes

Section 9-29.2 is supplemented with the following:

(******)

Type 1 and Type 2 junction boxes shall be as noted in the Plans and in conformance with WSDOT Standard Plan J-40.10-03.

Junction boxes shall be marked for their use in accordance with the following schedule:

System Type	Legend
Illumination	SL
Traffic Signal	TS
Interconnect	IT

Junction boxes shall have metallic lids. All frames and lids shall be hot-dipped galvanized and bonded to the ground system. All junction boxes installed in the sidewalks shall have non-skid lids. The non-skid surface shall be made of slip resistant steel plate and be 5/16 inch in thickness.

9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes

9-29.2(1) Standard Duty and Heavy Duty Junction Boxes
(November 13, 2018 COK GSP)

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.

9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable
Section 9-29.3 is supplemented with the following:

(******)
Chemically cross-linked polyethylene type USE shall be used for insulation of conductors in raceways. No alternate will be allowed.

Electrical Conductors and Cable
Section 9-29.3(2) is supplemented with the following:

(WSDOT NWR October 5, 2009)
Video Detection Cable
Coaxial cable or combination (composite/Siamese) cable for video detection shall be RG59/U with a manufacturer's rating of 600 Volts (Non UL - manufacturer's voltage rating of the insulation is acceptable). Combination cable shall be in accordance with the video detection system manufacturer's recommendations for the length of cable required.

9-29.6 Light and Signal Standards

Traffic Signal Standards
Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans.

All welds shall comply with the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. Welding inspection shall comply with Section 6-03.3(25)A Welding Inspection.

Hardened washers shall be used with all signal arm connecting bolts instead of lockwashers. All signal arm ASTM F 3125 Grade A325 connecting bolts tightening shall comply with Section 6-03.3(33).

9-29.12 Electrical Splice Materials

9-29.12(1) Illumination Circuit Splices

Section 9-29.12(1) is supplemented with the following:

(******)

All splices for the illumination circuit shall be made in the junction box employing a C-Tap (copper crimp), 3M 2000 Mastic Cover, and 3M Super 88 Tape type splice kit as specified in COK Plan No. CK-R.47.

This section is revised to read:

Underground illumination circuit splices shall be solderless crimped connections capable of securely joining the wires, both mechanically and electrically, as defined in Section 8-20.3(8). Aerial illumination splices shall be solderless crimp connectors or split bolt vice-type connectors.

9-29.12(1)A Heat Shrink Splice Enclosure

This section is deleted in its entirety.

9-29.12(1)B Molded Splice Enclosure

This section is deleted in its entirety.

9-29.12(3) Splice Enclosures

9-29.12(3)A Heat Shrink Splice Enclosure

Heat shrink splice enclosures shall be medium or heavy wall cross-linked polyolefin, meeting the requirements of AMS-DTL-23053/15, with thermoplastic adhesive sealant. Heat shrink splices used for “wye” connections require rubber electrical mastic tape.

9-29.12(3)B Molded Splice Enclosure

Molded splice enclosures shall use epoxy resin in a clear rigid plastic mold. The material used shall be compatible with the insulation material of the insulated conductor or cable. The component materials of the resin insulation shall be packaged ready for convenient mixing without removing from the package.

9-29.12(4) Re-Enterable Splice Enclosure

Re-enterable splice enclosures shall use either dielectric grease or a flexible resin contained in a two-piece plastic mold. The mold shall either snap together or use stainless steel hose clamps.

9-29.12(5) Vinyl Electrical Tape for Splices

Vinyl electrical tape in splicing applications shall meet the requirements of MIL-I-24391C.

9-29.19 Pedestrian Push Buttons

Section 9-29.19 is supplemented with the following:

(******)

Pedestrian push buttons shall be most current Polara iNS model or approved equivalent, having the following minimum features:

- 2-wire system
- Capability of touchless actuation (wave feature) with an adjustable detection range of 1–20 inches
- Compatibility with smartphone application that allows pedestrians to access audible information and remotely actuate pushbuttons from their smartphone
- Extended push activation

Pedestrian push buttons shall be delivered to the City of Kirkland Signal Shop for testing and programming. The 2-conductor pedestrian cable shall be continuous between the button and the cabinet. The Contractor shall perform ohm test(s) of wires per the manufacturer's installation manual. Upon satisfactory ohm test(s), Contracting Agency Signal Technicians will land wires in the cabinet.

Signs shall conform to Section 9-29.19 of the Standard Specifications and Standard Plan J-20.26-01.

9-29.22 Vacant

Section 9-29.22, including title, is deleted and replaced with the following:

(******)

9-29.22 Rectangular Rapid Flashing Beacon (RRFB)

General

The Rectangular Rapid Flashing Beacon (RRFB) shall consist of pole, foundation, pole base, push button, controller cabinet, RRFB light bar, signage, and any associated wiring.

The RRFB shall follow the City of Kirkland standard plan No. CK-TS.14.

Each RRFB light bar shall consist of a control module with #2 corbin lock, two Carmanah (or approved equivalent) rapidly and alternatively flashed rectangular yellow indications having an LED array based pulsing light sources, and shall be designed, located, and operated with the detailed requirements on the Plans. The RRFB light bar shall have four (4) indications with two (2) indications facing in each travel direction.

Each RRFB shall be a complete assembly consisting of indications and electrical components (wiring, solid-state circuit boards, etc.).

The RRFB shall be powered by underground conduit connected to a service cabinet.

The RRFB shall remain dark until initiated by activation of the pedestrian push button. Each RRFB unit shall be activated by push button and relayed as a system to operate all RRFB units simultaneously when any one push button is activated. The RRFB units shall simultaneously cease operation after a predetermined time limit per the Engineer. Agency Engineer will provide assistance to the Contractor for setting the activation time duration.

Rectangular Rapid Flashing Beacon Light Bar

The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral unit of the RRFB.

Each RRFB shall have hardware for complete assembly.

Each RRFB light bar shall be located between the bottom of the pedestrian crossing sign and the top of the supplemental downward diagonal arrow plaque.

The flash pattern, activation duration, and/or activation schedule shall be approved by the Agency Engineer.

Poles, Base, and Foundation

The RRFB shall be installed on a steel pole as shown in the Plans. Foundations and bases shall be per the Plans.

9-29.23 Vacant

Section 9-29.23, including title, is deleted and replaced with the following:

(******)

9-29.23 Speed Radar

General

The Speed Radar system shall consist of pole, foundation, pole base, radar feedback sign, speed limit sign, solar panels, batteries, and any associated wiring.

The RRFB shall follow the City of Kirkland standard plan No. CK-TS.15.

Each radar feedback sign shall include black text on yellow retroreflective background, with sign sizing per MUTCD section 2C.13. The radar feedback detector shall be integrated into the radar feedback sign, with no external camera system.

Each speed radar shall be a complete assembly consisting of speed radar sensor, radar feedback display, solar power supply, battery, battery controller, and electrical components (wiring, solid-state circuit boards, etc.).

The Speed Radar shall be powered by solar panels mounted on top of the same pole as the Speed Radar sign. The solar panel shall be a minimum 50 Watt panel with battery capacity for a minimum of 34 amp-hours. The battery and control box shall be mounted on the back of the post behind the speed limit sign.

The Speed Radar system shall include underground conduit, wiring, and junction boxes for future connections to direct power.

The Speed Radar sign shall remain dark until initiated by detection of a passing vehicle on the speed radar sensor. The Speed Radar unit shall cease operation after a predetermined time limit per the Engineer. Agency Engineer will provide assistance to the Contractor for setting the activation time duration.

The Speed Radar feedback sign shall be angled to detect vehicles in the oncoming lane of traffic and tested to ensure proper operation. The Speed Radar detector shall detect vehicles up to a maximum of 600 ft distance from the sign. Agency Engineer will provide assistance to the Contractor for testing and calibration.

Poles, Base, and Foundation
The Speed Radar shall be installed on a steel pole as shown in the Plans. Foundations and bases shall be per the Plans.

9-29.24(2) Electrical Circuit Breakers and Contactors

This section is revised to read:

(******)
All circuit breakers shall be bolt-on type, with the RMS-symmetrical interrupting capacity described in this Section. Circuit breakers for 120/240/277 volt circuits shall be rated at 240 or 277 volts, as applicable, with an interrupting capacity of not less than 10,000 amperes. Circuit breakers for 480 volt circuits shall be rated at 480 volts, and shall have an interrupting capacity of not less than 14,000 amperes.

Lighting contactors shall be rated for tungsten or ballasted (such as sodium vapor, mercury vapor, metal halide, and fluorescent) lamp loads. Contactors for 120/240/277 volt circuits shall be rated at 240 volts maximum line to line voltage, or 277 volts maximum line to neutral voltage, as applicable. Contactors for 480 volt circuits shall be rated at 480 volt maximum line to line voltage.

Section 9-29.27 is added as follows:
(******)

9-29.27 Detectable Pull Tape

The Contractor shall furnish and install a flat polyester woven pre-lubed tape that contains a 22- gauge wire.

The tape shall be marked with sequential footage markings and be continuous.

The tape shall meet or exceed a breaking strength of 900 lb., with a width of 1/2-inch.

9-35 Temporary Traffic Control Materials

9-35.2 Construction Signs

Section 9-35.2 is revised to read:

(January 5, 2026)
Construction signs shall conform to the requirements of the MUTCD and shall meet the requirements of NCHRP Report 350 for Category 2 devices or MASH. Except as noted below, any sign/sign stand combination that satisfies these requirements will be acceptable. Post mounted Class A construction signs shall conform to the requirements of this section and additionally shall conform to the requirements stated in Section 9-28.

Aluminum sheeting shall be used to fabricate all construction signs. The signs shall have a minimum thickness of 0.080 inches and a maximum thickness of 0.125 inches.

All construction signs shall be fabricated with reflective sheeting in accordance with Section 9-28.12. All post mounted signs shall use a nylon washer between the twist fasteners (screw heads, bolts or nuts) and the reflective sheeting.

The use of plywood, fiberglass reinforced plastic, fabric rollup signs, and any other previously approved sign materials except aluminum or aluminum composite is prohibited.

All Class A and Class B signs shall utilize materials and be fabricated in accordance with Section 9-28 and the Washington State Sign Fabrication Manual M 55-05. A fabrication decal as stated in Section 9-28.1 is not required for construction signs.

9-35.6 Barricades

Section 9-35.6 is revised to read:

(January 5, 2026)
Barricades shall conform to the requirements of the MUTCD. The alternating orange and white reflective bands shall be fabricated with reflective sheeting in accordance with Section 9-28.12

9-35.7 Traffic Safety Drums

The third and fourth paragraphs of Section 9-35.7 are revised to read:

(January 5, 2026)
Until December 31, 2026, traffic safety drums may have 4-inch or 6-inch reflective bands fabricated from Type III or Type IV or higher sheeting type as described in Section 9-28.12.

Beginning January 1, 2027, traffic safety drums shall have 6-inch reflective bands. A minimum of reflective horizontal bands, alternating fluorescent orange and white starting with the top stripe being fluorescent orange, shall be used. Reflective bands shall be fabricated from Type IV or higher (reflective sheeting as described in Section 9-28.12. Drums of different reflective band types shall not be intermixed within the same closure. When recommended by the manufacturer, drums shall be treated to ensure proper adhesion of the reflective sheeting.

9-35.9 Traffic Cones

The last paragraph of Section 9-35.9 is revised to read:

(January 5, 2026)
White reflective bands shall be fabricated with reflective sheeting in accordance with Section 9-28.12.

9-35.10 Tubular Markers

The last paragraph of Section 9-35.10 is revised to read:

(January 5, 2026)
White reflective bands shall be fabricated with reflective sheeting in accordance with Section 9-28.12. When recommended by the manufacturer, tubular markers shall be treated to ensure proper adhesion of the reflective sheeting.

9-35.12 Transportable Attenuator

The last paragraph of Section 9-35.12 is revised to read:

(January 5, 2026)
The transportable attenuator shall have a chevron pattern on the rear of the unit. The pattern shall consist of 4-inch to 8-inch alternating nonreflective black and reflective yellow or alternating reflective red and white sheeting, slanted at 45 degrees in an inverted “V” with the “V” at the center of the unit. Reflective sheeting shall be in accordance with Section 9-28.12

9-35.13 42-Inch Tall Channelizing Devices

The third and fourth paragraphs of Section 9-35.13 are revised to read:

(January 5, 2026)
Until December 31, 2026, 42-inch tall channelization devices may have 4-inch or 6-inch reflective bands fabricated from Type III or Type IV or higher sheeting type as described in Section 9-28.12.

Beginning January 1, 2027, 42-inch tall channelization devices shall have 6-inch reflective bands. A minimum of 4 reflective horizontal bands, alternating fluorescent orange and white starting with the top stripe being fluorescent orange, shall be used. Reflective bands shall be fabricated from Type IV or higher IV (reflective sheeting as described in Section 9-28.12. 42-inch tall channelization devices of different reflective band types shall not be intermixed within the same closure. When recommended by the manufacturer, 42-inch tall channelization devices shall be treated to ensure proper adhesion of the reflective sheeting.

9-35.16 Pedestrian Channelizing Devices

Section 9-35.16 is revised to read:

(January 5, 2026)
When exposed to vehicular traffic, pedestrian channelizing devices shall meet the crashworthiness requirements of NCHRP 350 or MASH as described in Section 2-04.3(3). The bottom and top surfaces of the pedestrian channelizing device shall have 6-inch reflective bands matching the body color of the device fabricated from reflective sheeting as described in Section 9-28.12.

END OF DIVISION 9

APPENDICES
(WSDOT GSP January 2, 2012)

The following appendices are attached and made a part of this contract:

*** APPENDIX A:
City of Kirkland Pre-Approved Plans / WSDOT Standard Plans

APPENDIX B:
Permits

APPENDIX C:
Stormwater TIR

APPENDIX D:
Property Release Form
***

(January 5, 2026)
Standard Plans

The Washington State Department of Transportation *Standard Plans* M21-01, published September 2024, is made a part of this Contract with the following revisions:

A-10.30
RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The “1/4”” callout is revised to read “+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)”

A-40.20
Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

1. Use the ½ inch joint details for bridges with expansion length less than 100 feet and for bridges with L type abutments. Use the 1 inch joint details for other applications.

2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck panels.

3. For details 1, 2, 3, and 4, the item “HMA Joint Seal at Bridge End” shall be used for payment. For details 5 and 6, the item “HMA Joint Seal at Bridge Deck Panel Joint” shall be used for payment. For detail 7, the item “Clean and Seal Bridge Deck Panel Joint” shall be used for payment.

Sheet 2, Detail 8 reference to “6-09.3(6)” is revised to read “6-21.3(7)”.

A-50.40
Sheet 1, Plan View: The callout “BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21 OR TYPE 24 (SEE STANDARD PLAN C-25.20 OR C-25.30)” is revised to read

"BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21, 24, OR 25 (SEE STANDARD PLAN C-25.20, C-25.30, OR C-25.32)"

A-60.40

Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

B-55.20

General Note 3 reference to "2-09.4" is revised to read "3-07.4".

B-90.40

Valve Detail – DELETED

C-20.41

Note 4, First Sentence, "Box Culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read; "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater of separation between the bottom of the guardrail post and top of the culvert"

BOX CULVERT POST ASSEMBLY, ELEVATION VIEW, post assembly length dimension "41" MIN. 72" MAX." is revised to read; "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

C20-43

Note 4, First Sentence: "Box culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read: "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater separation between the bottom of guardrail post and top of culvert."

Add a new KEY NOTE 4 - "IT IS PERMISSIBLE TO USE A 1" DIAM. ANCHOR ROD WITH TWO NUTS AND TWO – 1" DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(4) IN LIEU OF A HEX HEAD BOLT."

BOX CULVERT POST & BASE PLATE ASSEMBLY, ELEVATION VIEW, post assembly length dimension – "41" MIN. 72" MAX." is revised to read: "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

Section A, callout – "1" (IN) DIAM. HEX HEAD BOLT (ASTM A 307, GR. A) W/NUT & 2 – 1" DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(1) ~ SEE NOTE 1", is revised to read: "1" (IN) DIAM. HEX HEAD BOLT (ASTM A 307, GR. A) W/NUT & TWO – 1" DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(1) ~ SEE KEY NOTES 1 AND 4"

Elevation View, Weld symbol – callout, See (key Note Symbol) "4" is revised to read: See (key Note Symbol) "3"

C-23.70

Sheet 2, ANCHOR BRACKET ASSEMBLY DETAIL, dimension, "R. 5/16" is revised to read; R. 15/16"

ANCHOR PLATE DETAIL, weld callout (fillet), 1/4" is revised to read; 3/16"

C-60.20

Sheet 1, Plan view, callout – "1/2" (IN) DIAMETER X 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)" is revised to read: "5/8" DIAMETER x 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)"

C-70.15

BARRIER CONNECTION DETAIL, callout – “CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH TYPE 3 GROUT (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-20.3(20)” is revised to read “CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH GROUT TYPE 3 (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-02.3(20)”

C81.10

Sheet 1, TYPICAL SECTION – TRAFFIC BARRIER the R4 #6 bar on the traffic face may be placed 4” down from the top of the barrier to allow additional room to install BP railing or other attachments. The R4 bar shall be kept tight to the front R2 bar.

Sheet 4, the existing table “IMPACT SHEAR AND IMPACT MOMENT TABLE” is renamed to “IMPACT SHEAR AND MOMENT TABLE DECK OVERHANG AND CONNECTIONS” keynote 25 is still applicable.

Sheet 4, NOTES, the following Note is added: “3. Deck overhangs for this use constitute plain reinforced concrete typically around 8" in thickness, non-prestressed moment slabs or approach slabs, or plain reinforced and longitudinally prestressed box girders which employ a topping slab. Other Supporting Structure Systems inclusive of post-tensioned decks, walls, and or Structure segments tied together without a topping slab, with the ties in the barrier resistance load path, shall use the impact shear and moments for other supporting structures.”

Sheet 4, the following table is added with a keynote 25.

IMPACT SHEAR AND MOMENT TABLE OTHER SUPPORTING STRUCTURES										
	Interior Segment					End Segment				
Roadway and Fill Height at Curb Line (in)	0	6	12	18	24	0	6	12	18	24
End Segment Length (ft)	-	-	-	-	-	10.00	10.50	11.25	11.75	12.50
Impact Moment (kip*ft/ft)	19.86	24.12	28.55	33.16	37.97	20.80	25.17	29.65	34.27	39.04
Impact Shear (kip/ft)	7.89	8.04	8.23	8.44	8.68	8.27	8.39	8.54	8.72	8.92

C-81.15

Sheet 1, General Notes, Add Note 7, to read;”7. The concrete class for the moment slab shall be class 4000 typically and class 4000A when the top of the slab is used as the roadway, or sidewalk, surface. The concrete class for the barrier is defined in Standard Specification Section 6-10.3.”

C-85.11

On Section B, the callout “3” EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)” is revised to read “3” EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP.)”

D-3.09

Sheet 1, GEOSYNTHETIC WALL WITH 2 FT TRAFFIC SURCHARGE detail, callout – “BARRIER ON WALL ~ SEE Standard Plan D-3.15 or D-3.16” is revised to read: “BARRIER ON WALL ~ SEE CONTRACT PLANS”

D-3.10

Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to read; ”FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”
Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised to read; ”FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

D-3.11

Sheet 1, Typical Section, callout – “”B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; ”B” BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)
Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

D-10.10

Note 7, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 1 and 1SW”.

D-10.15

Note 7, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 2 and 2SW”.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Note 5, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 7”.

D-10.45

Note 5, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 8”.

E-20.10

On Sheet 2, the reference to “2-09.4” is revised to read “3-07.4”.

F-10.18

Note 1; “Construct curb joints at cement concrete pavement transverse joint locations. If all adjacent pavement is HMA, see Standard Plan F-30.10 for Curb Expansion and Contraction Joint Spacing.” is revised to read – “See Standard Plan F-30.10 and Standard Specification Section 8-04.3 for Curb Expansion and Contraction Joint details and spacing.”

CURB 3 Detail, the diamond note 1 callout on the 6” dimension at the bottom left side of the detail, is revised to be a diamond note 2 callout.

F-30.10

All five instances of the “2.0% MAX.” are replaced with “2.1% MAX.”

F-40.12

The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”
Note 7 is replaced with the following:
7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.
Section B is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”
Section C is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”

F-40.14

The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”
Note 7 is replaced with the following:
7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.
Section A is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”
Section C is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”

F-40.15

The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”
Note 7 is replaced with the following:
7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.
Section A is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”

F-40.16

The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”
Note 8 is replaced with the following:
7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: “15’ – 0” MAX. (TYP.)”

Section B is amended as follows:

Delete: “15’ – 0” MAX. (TYP.)”

F-80.10

The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”

Note 6 is replaced with the following:

The running slope of the Pedestrian Ramp shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk.

Section A is amended as follows:

Delete: “15” Max.”

J-5.50

General Note 4 reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

General Note 5 reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-10.10

Sheet 4 of 6, “Foundation Size Reference Table”, PAD WIDTH column, Type 33xD=6’ – 3” is revised to read: 7’ – 3”. Type 342LX / NEMA P44=5’ – 10” is revised to read: 6’ – 10”

Sheet 5 of 6, Plan View, “FOR EXAMPLE PAD SHOWN HERE:, “first bullet” item, “-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6” (IN)” IS REVISED TO READ: “SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6” (IN) (CHANNEL STEEL ADDS ABOUT 5” (IN)”

J-10.16

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-15.15

The reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-20.01

STANDARD DIMENSIONS AND REFERENCES table, TYPE FB, Standard Height column – “15’-0” ”is revised to read; “14’-0” ”

J-20.10

DELETED

J-20.11

DELETED

J-20.26

Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”
Add General Note 2, to read: “Signs shown are for locations with pedestrian signal displays (Accessible Pedestrian Signals/APS). Accessible information device (AID) pushbuttons signs not shown.”
Revise View Titles (Both Sheets) to read: “ACCESSIBLE PEDESTRIAN PUSHBUTTON ASSEMBLY”

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1, Anchor Bolt Template, callout; “9” (IN) BOLT CIRCLE” is revised to read: “9” (IN) DIA.BOLT CIRCLE”
Base Plate Detail, callout; “3/4” (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/6” (IN)” IS REVISED TO READ; “3/4” (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/16” (IN)”
Flat Foundation Detail – Elevation, callout; “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” is revised to read; “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”
Flat Foundation Detail – Elevation, dimension; 4’ – 0” is revised to read; “4’ – 0” ROUND OR 3’ – 0” SQUARE”

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-21.16
On both elevation views, the overall standard height dimension “15’-0” ” is revised to read; “14’-0” ”

J-26.10
The reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-27.10
The reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-28.30
General Note 13 – “See Standard Plans C-8b and C-85.14 for steel light standards on traffic barrier” is revised to read; “See Standard Plan C-85.15 for steel light standards on traffic barrier.”

J-29.10
The reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-40.10
Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER”

J-40.36

Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-50.15

Sheet 1, SECTION A, the call out “LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 3 PAIRS” is revised to read “LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 6 PAIRS”
General Note 1 reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-75.20

Key Notes, note 16, second bullet point, was: “1/2” (IN) x 0.45” (IN) Stainless Steel Bands”, add the following to the end of the note: “Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware.”

J-75.55

Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

K-80.32

Sheet 1, END VIEW, the callout located at the base of barrier – “SEE NOTE 2” is revised to read: “SEE NOTE 3”
Sheet 2, WIRE ROPE LOOP DETAIL, dimension (overall length) – “SEE NOTE 1” is revised to read: “SEE NOTE 2”
Sheet 2, Side View (Right), callout – “WIRE ROPE LOOPS – SEE NOTE 1” is revised to read: “WIRE ROPE LOOPS – SEE NOTE 2”

L-5.10

Add new general Note 9 on sheet 1 – “9. The top of wall in Section A on Sheet 1 shall be located as follows: 1) flush with the finished grade when placed within the deflection distance of the long span guardrail system (Std. Plan C-20.40), 2) Two inches maximum above finished grade when placed behind a box culvert guardrail steel post system (Std. Plan C-20.41 or C-20.43), 3) Six inches minimum for all other applications. The bottom rail shall be located at mid height between the top rail and the top of structure.”

M-20.30

Wide Dotted Lane Line Detail, reference below title, (SEE NOTE 6) is revised to read: (SEE NOTE 5)

M-40.10

Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - “(SEE NOTE 5)”

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

1

A-10.10-00 ..... 8/7/07	A-30.35-00 ..... 10/12/07	A-50.10-02 ..... 7/18/24
A-10.20-00 ..... 10/5/07	A-40.00-01 ..... 7/6/22	A-50.40-01 ..... 8/17/21
A-10.30-00 ..... 10/5/07	A-40.10-04 ..... 7/31/19	A-60.10-03 ..... 12/23/14
A-20.10-00 ..... 8/31/07	A-40.15-00 ..... 8/11/09	A-60.20-03 ..... 12/23/14
A-30.10-00 ..... 11/8/07	A-40.20-04 ..... 1/18/17	A-60.30-01 ..... 6/28/18
A-30.30-01 ..... 6/16/11	A-40.50-03 ..... 9/12/23	A-60.40-00 ..... 8/31/07

2

B-5.20-03 ..... 9/9/20	B-30.50-03 ..... 2/27/18	B-75.20-03 ..... 8/17/21
B-5.40-02 ..... 1/26/17	B-30.60-00 ..... 9/9/20	B-75.50-02 ..... 3/15/22
B-5.60-02 ..... 1/26/17	B-30.40-03 ..... 2/27/18	B-70.60-01 ..... 1/26/17
B-10.20-03 ..... 8/23/23	B-30.70-04 ..... 2/27/18	B-75.60-00 ..... 6/8/06
B-10.40-02 ..... 8/17/21	B-30.80-01 ..... 2/27/18	B-80.20-00 ..... 6/8/06
B-10.70-03 ..... 8/23/23	B-30.90-02 ..... 1/26/17	B-80.40-00 ..... 6/1/06
B-15.20-01 ..... 2/7/12	B-35.20-00 ..... 6/8/06	B-85.10-01 ..... 6/10/08
B-15.40-01 ..... 2/7/12	B-35.40-01 ..... 8/23/23	B-85.20-00 ..... 6/1/06
B-15.60-02 ..... 1/26/17	B-40.20-00 ..... 6/1/06	B-85.30-00 ..... 6/1/06
B-20.20-02 ..... 3/16/12	B-40.40-02 ..... 1/26/17	B-85.40-00 ..... 6/8/06
B-20.40-04 ..... 2/27/18	B-45.20-01 ..... 7/11/17	B-85.50-01 ..... 6/10/08
B-20.60-03 ..... 3/15/12	B-45.40-01 ..... 7/21/17	B-90.10-00 ..... 6/8/06
B-25.20-02 ..... 2/27/18	B-50.20-00 ..... 6/1/06	B-90.20-00 ..... 6/8/06
B-25.60-03 ..... 8/23/23	B-55.20-03 ..... 8/17/21	B-90.30-00 ..... 6/8/06
B-30.05-00 ..... 9/9/20	B-60.20-02 ..... 9/9/20	B-90.40-01 ..... 1/26/17
B-30.10-03 ..... 2/27/18	B-60.40-01 ..... 2/27/18	B-90.50-00 ..... 6/8/06
B-30.15-00 ..... 2/27/18	B-65.20-01 ..... 4/26/12	B-95.20-02 ..... 8/17/21
B-30.20-04 ..... 2/27/18	B-65.40-00 ..... 6/1/06	B-95.40-01 ..... 6/28/18
B-30.30-03 ..... 2/27/18	B-70.20-01 ..... 3/15/22	

3

C-1 ..... 9/8/22	C-23.70-01 ..... 10/16/23	C-70.10-04 ..... 10/16/23
C-1b 10/12/23	C.24.10-05 ..... 7/21/24	C-70.15-01 ..... 7/21/24
C-1d 10/31/03	C-24.15-00 ..... 3/15/22	C-75.10-02 ..... 9/16/20
C-6a 9/8/22	C-25.20-07 ..... 8/20/21	C-75.20-03 ..... 8/20/21
C-7 ..... 9/8/22	C-25.22-06 ..... 8/20/21	C-75.30-03 ..... 8/20/21
C-7a 9/8/22	C-25.26-05 ..... 8/20/21	C-80.10-03 ..... 10/16/23
C-20.10-09 ..... 10/12/23	C-25.30-01 ..... 8/20/21	C-80.20-01 ..... 6/11/14
C-20.14-05 ..... 9/8/22	C-25.32-00 ..... 7/29/24	C-80.30-02 ..... 8/20/21
C-20.15-03 ..... 10/12/23	C-25.80-05 ..... 8/12/19	C-80.40-01 ..... 6/11/14
C-20.18-04 ..... 9/8/22	C-60.10-04 ..... 7/21/24	C-85.10-00 ..... 4/8/12
C-20.40-10 ..... 10/12/23	C-60.15-01 ..... 7/21/24	C-85.11-01 ..... 9/16/20
C-20.41-05 ..... 7/18/24	C-60.20-01 ..... 9/8/22	C-85.15-03 ..... 10/17/23
C-20.43-01 ..... 7/18/24	C-60.30-02 ..... 7/21/24	C-85-18-03 ..... 9/8/22
C-20.44-00 ..... 8/13/24	C-60.40-01 ..... 7/21/24	C-81.10-00 ..... 9/12/23
C-20.45-03 ..... 9/8/22	C-60.45-01 ..... 7/21/24	C-81.15-00 ..... 9/12/23
C-20.55-00 ..... 7/30/24	C-60.50-01 ..... 7/21/24	
C-22.16-08 ..... 10/17/23	C-60.60-01 ..... 7/21/24	
C-22.40-11 ..... 7/21/24	C-60.70-01 ..... 9/8/22	
C-22.45-07 ..... 7/21/24	C-60.80-02 ..... 7/21/24	

4

D-2.36-03 ..... 6/11/14	D-3.11-03 ..... 6/11/14	D-10.25-01 ..... 8/7/19
D-2.46-02 ..... 8/13/21	D-4 ..... 12/11/98	D-10.30-00 ..... 7/8/08
D-2.84-00 ..... 11/10/05	D-6 ..... 6/19/98	D-10.35-00 ..... 7/8/08

D-2.92-01 ..... 4/26/22
D-3.09-00 ..... 5/17/12
D-3.10-01 ..... 5/29/13

1

E-1 ..... 2/21/07
E-2 ..... 5/29/98

2

F-10.12-04 ..... 9/24/20
F-10.16-00 ..... 12/20/06
F-10.18-04 ..... 6/28/24
F-10.40-04 ..... 9/24/20
F-10.42-00 ..... 1/23/07

3

G-10.10-00 ..... 9/20/07
G-20.10-03 ..... 8/20/21
G-22.10-04 ..... 6/28/18
G-24.10-00 ..... 11/8/07
G-24.20-01 ..... 2/7/12
G-24.30-02 ..... 6/28/18
G-24.40-07 ..... 6/28/18

4

H-10.10-01 ..... 6/2/24
H-10.11-00 ..... 6/2/24
H-10.15-01 ..... 6/2/24
H-10.16-00 ..... 6/2/24

5

I-10.10-01 ..... 8/11/09
I-30.10-02 ..... 3/22/13
I-30.15-02 ..... 3/22/13
I-30.16-01 ..... 7/11/19
I-30.17-01 ..... 6/12/19

6

J-05.50-00 ..... 8/30/22
J-10 ..... 7/18/97
J-10.10-04 ..... 9/16/20
J-10.12-00 ..... 9/16/20
J-10.14-00 ..... 9/16/20
J-10.15-01 ..... 6/11/14
J-10.16-02 ..... 8/18/21
J-10.17-02 ..... 8/18/21
J-10.18-02 ..... 8/18/21
J-10.20-04 ..... 8/18/21
J-10.21-02 ..... 8/18/21
J-10.22-03 ..... 10/4/23
J-10.25-01 ..... 6/21/24
J-10.26-00 ..... .8/30/22
J-12.15-00 ..... 6/28/18
J-12.16-00 ..... 6/28/18
J-15.10-01 ..... 6/11/14
J-15.15-02 ..... 7/10/15
J-20.01-01 ..... .6/21/24

D-10.10-01 ..... 12/2/08
D-10.15-01 ..... 12/2/08
D-10.20-01 ..... 8/7/19

E-4 ..... 8/27/03
E-4a 8/27/03

F-10.62-02 ..... 4/22/14
F-10.64-03 ..... 4/22/14
F-30.10-04 ..... 9/25/20
F-40.12-03 ..... 6/29/16
F-40.14-03 ..... 6/29/16

G-24.50-05 ..... 8/7/19
G-24.60-05 ..... 6/28/18
G-25.10-05 ..... 9/16/20
G-26.10-00 ..... 7/31/19
G-30.10-04 ..... 6/23/15
G-50.10-03 ..... 6/28/18

H-30.10-00 ..... 10/12/07
H-32.10-00 ..... 9/20/07
H-60.10-01 ..... 7/3/08
H-60.20-01 ..... 7/3/08

I-30.20-00 ..... 9/20/07
I-30.30-02 ..... 6/12/19
I-30.40-02 ..... 6/12/19
I-30.60-02 ..... 6/12/19
I-40.10-00 ..... 9/20/07

J-26.10-03 ..... 7/21/16
J-26.15-01 ..... 5/17/12
J-26.20-01 ..... 6/28/18
J-27.10-01 ..... 7/21/16
J-27.15-00 ..... 3/15/12
J-28.01-00 ..... 8/30/22
J-28.10-02 ..... 8/7/19
J-28.22-00 ..... 8/07/07
J-28.24-02 ..... 9/16/20
J-28.26-01 ..... 12/02/08
J-28.30-04 ..... 6/18/24
J-28.40-02 ..... 6/11/14
J-28.42-01 ..... 6/11/14
J-28.43-01 ..... 6/28/18
J-28.45-03 ..... 7/21/16
J-28.50-03 ..... 7/21/16
J-28.60-03 ..... 8/27/21
J-28.70-04 ..... 8/30/22
J-29.10-02 ..... 8/26/22

D-10.40-01 ..... 12/2/08
D-10.45-01 ..... 12/2/08
D-20.10-00 ..... 10/9/23

E-20.10-00 ..... 9/12/23
E-20.20-00 ..... 10/4/23

F-40.15-04 ..... 9/25/20
F-40.16-03 ..... 6/29/16
F-45.10-05 ..... 6/4/24
F-80.10-04 ..... 7/15/16

G-90.10-03 ..... 7/11/17
G-90.20-05 ..... 7/11/17
G-90.30-04 ..... 7/11/17
G-95.10-02 ..... 6/28/18
G-95.20-03 ..... 6/28/18
G-95.30-03 ..... 6/28/18

H-70.10-02 ..... 8/17/21
H-70.20-02 ..... 8/17/21

I-40.20-00 ..... 9/20/07
I-50.20-02 ..... 7/6/22
I-60.10-01 ..... 6/10/13
I-60.20-01 ..... 6/10/13
I-80.10-02 ..... 7/15/16

J-50.05-00 ..... 7/21/17
J-50.10-01 ..... 7/31/19
J-50.11-02 ..... 7/31/19
J-50.12-02 ..... 8/7/19
J-50.13-01 ..... 8/30/22
J-50.15-01 ..... 7/21/17
J-50.16-01 ..... 3/22/13
J-50.18-00 ..... 8/7/19
J-50.19-00 ..... 8/7/19
J-50.20-00 ..... 6/3/11
J-50.25-00 ..... 6/3/11
J-50.30-00 ..... 6/3/11
J-60.05-01 ..... 7/21/16
J-60.11-00 ..... 5/20/13
J-60.12-00 ..... 5/20/13
J-60.13-00 ..... 6/16/10
J-60.14-01 ..... 7/31/19
J-75.10-02 ..... 7/10/15
J-75.20-01 ..... 7/10/15

J-20.05-00 ..... 6/21/24
J-20.10-05 ..... 10/4/23
J-20.11-03 ..... 7/31/19
J-20.15-04 ..... 6/21/24
J-20.16-02 ..... 6/30/14
J-20.20-02 ..... 5/20/13
J-20.26-01 ..... 7/12/12
J-21.10-05 ..... 6/21/24
J-21.15-01 ..... 6/10/13
J-21.16-02 ..... 6/21/24
J-21.17-01 ..... 6/10/13
J-21.20-01 ..... 6/10/13
J-22.15-03 ..... 6/21/24
J-22.16-03 ..... 7/10/15
J-22.17-00 ..... 6/21/24
J-29.15-01 ..... 7/21/16
J-29.16-02 ..... 7/21/16
J-30.10-01 ..... 8/26/22
J-40.01-00 ..... 8/30/22
J-40.05-00 ..... 7/21/16
J-40.10-04 ..... 4/28/16
J-40.20-03 ..... 4/28/16
J-40.30-04 ..... 4/28/16
J-40.35-01 ..... 5/29/13
J-40.36-02 ..... 7/21/17
J-40.37-02 ..... 7/21/17
J-40.38-01 ..... 5/20/13
J-40.39-00 ..... 5/20/13
J-40.40-02 ..... 7/31/19
J-45.36-00 ..... 7/21/17
J-75.30-02 .....7/10/15
J-75.50-00 .....8/30/22
J-75.55-00 .....8/30/22
J-80.05-00 .....8/30/22
J-80.10-01 .....8/18/21
J-80.12-00 .....8/18/21
J-80.15-00 .....6/28/18
J-81.10-02 .....8/18/21
J-81.12-00 .....9/3/21
J-84.05-00 .....8/30/22
J-86.10-00 .....6/28/18
J-90.10-03 .....6/28/18
J-90.20-03 .....6/28/18
J-90.21-02 .....6/28/18
J-90.50-00 .....6/28/18

K-70.20-01 ..... 6/1/16
K-80.10-02 ..... 9/25/20
K-80.32-00 ..... 8/17/21
K-80.34-00 ..... 8/17/21
K-80.35-01 .....9/16/20
K-80.37-01 .....9/16/20

L-5.10-02 ..... 6/5/24
L-5.15-00 ..... 9/19/22
L-10.10-02 ..... 6/21/12
L-20.10-03 ..... 7/14/15
L-30.10-02 .....6/11/14
L-40.15-01 .....6/16/11
L-40.20-02 .....6/21/12
L-70.10-01 .....5/21/08
L-70.20-01 .....5/21/08

M-1.20-04 ..... 9/25/20
M-1.40-03 ..... 9/25/20
M-1.60-03 ..... 9/25/20
M-1.80-03 ..... 6/3/11
M-2.20-03 ..... 7/10/15
M-2.21-00 ..... 7/10/15
M-3.10-04 ..... 9/25/20
M-3.20-04 ..... 8/2/22
M-3.30-04 ..... 9/25/20
M-3.40-04 ..... 9/25/20
M-3.50-03 ..... 9/25/20
M-5.10-03 ..... 9/25/20
M-7.50-01 ..... 1/30/07
M-9.50-02 ..... 6/24/14
M-9.60-00 ..... 2/10/09
M-11.10-04 ..... 8/2/22
M-12.10-04 ..... 6/28/24
M-15.10-02 ..... 7/17/23
M-17.10-02 ..... 7/3/08
M-20.10-04 ..... 8/2/22
M-20.20-02 ..... 4/20/15
M-20.30-05 ..... 6/28/24
M-20.40-03 ..... 6/24/14
M-20.50-02 .....6/3/11
M-24.20-02 ..... 4/20/15
M-24.40-02 ..... 4/20/15
M-24.60-04 ..... 6/24/14
M-24.65-00 .....7/11/17
M-24.66-00 .....7/11/17
M-40.10-04 .....10/17/23
M-40.20-00 .....10/12/07
M-40.30-01 .....7/11/17
M-40.40-00 .....9/20/07
M-40.50-00 .....9/20/07
M-40.60-00 .....9/20/07
M-60.10-01 .....6/3/11
M-60.20-03 .....8/17/21
M-65.10-03 .....8/17/21
M-80.10-01 .....6/3/11
M-80.20-00 .....6/10/08
M-80.30-00 .....6/10/08