

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

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

# **West of Market Sewermain Rehabilitation Pilot Project**

**CIP No. SSC0771010**

**Job No. 52-24-PW**



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

**CITY OF KIRKLAND  
DEPARTMENT OF PUBLIC WORKS**

**West of Market Sewermain Rehabilitation Pilot Project  
CIP NO. SSC0771010  
JOB NO. 52-24-PW**

***Certificate of Engineer:***

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



I-Wen Yang, P.E.  
Senior Project Engineer

***Approved for Construction:***

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

George Minassian, P.E.  
Interim Capital Projects Manager





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# **City of Kirkland**

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# **INVITATION TO BID**

## **INVITATION TO BID**

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at 3:00 P.M., local time on February 26, 2025, for the project hereinafter referred to as:

**West of Market Sewermain Rehabilitation Pilot Project**  
**CIP NO. SSC0771010**  
**PROJECT JOB NO. 52-24-PW**

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

The work to be performed under these specifications consists of furnishing all labor, tools, materials, and equipment necessary for constructions of the **West of Market Sewermain Rehabilitation Pilot Project**. Specific work includes but is not limited to rehabilitating the existing sewermain pipe using a cured-in-place-pipe (CIPP) lining trenchless construction method as shown on the project plans. The estimated cost for this project is in the range of \$310,000 to \$375,000 based on the base bid and including 10.3% Washington State Sales Tax. This project does not comprise of any federal funds.

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

The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Questions regarding this project shall be submitted in writing to Ben Mahony via email [BMahony@kirklandwa.gov](mailto:BMahony@kirklandwa.gov). Questions via phone will not be accepted. Bidders shall submit questions no later than 12:00 A.M. on February 19, 2025

The City reserves the right to reject any and all bids, and to waive any informalities in the bidding, and to make the award to the lowest, responsive, responsible bidder as best serves the interests of the City.

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

Published: Daily Journal of Commerce – February 11, 2025: February 18, 2025.

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



**City of Kirkland**

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# **CITY OF KIRKLAND**

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## **CITY OF KIRKLAND INFORMATION FOR BIDDERS**

Bidders must bid on all items contained in the proposal.

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

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

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

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

The lump sum or unit prices must be shown in the spaces provided on the bid schedule.

Show total bid price in both words and figures on the Proposal.

The Proposal form must be completed in full, signed and dated.
4. BID BOND

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

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

This form must be completed for HVAC, plumbing, and electrical subcontractors if the estimate exceeds \$1,000,000.

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

1. CONTRACT

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

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

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

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

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

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

**CITY OF KIRKLAND  
BIDDER RESPONSIBILITY CRITERIA**

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

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

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**CITY OF KIRKLAND**  
**SUBCONTRACTOR RESPONSIBILITY CRITERIA**

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



under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

**CITY OF KIRKLAND  
BID PROPOSAL**



**West of Market Sewermain Rehabilitation Pilot Project**

CIP NO. SSC0771010

JOB NO. 52-24-PW

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

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

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

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

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

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

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

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the contract documents,

**MUST BE SUBMITTED WITH PROPOSAL**

liquidated damages shall be paid to the Owner per the specifications contained in the contract documents.

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

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

The undersigned bids and agrees to complete all construction of the **West of Market Sewermain Rehabilitation Pilot Project; JOB NO. 52-24-PW** for the following:

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

Washington State Sales Tax **10.3%** (*in figures*): \$ \_\_\_\_\_

*Per WAC 458-20-170*

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

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

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

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

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

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

\_\_\_\_\_  
By

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

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

\_\_\_\_\_  
Date

***MUST BE SUBMITTED WITH PROPOSAL***

Washington State Contractor's  
Registration Number

Contractor's Industrial Insurance  
Account Number

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

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

Contractor's Address:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
EMAIL

**\*\* Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for  
West of Market Sewermain Rehabilitation Pilot Project, JOB NO. 52-24-PW.**

**CITY OF KIRKLAND  
BID SCHEDULE**

West of Market Sewermain Rehabilitation Pilot Project  
JOB NO. 52-24-PW

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

Item No.	Item Description	Spec. Ref.	Est. Qty	Unit	Unit Price	Amount
1	Minor Changes	1-04	1	FA	\$5,000.00	\$5,000.00
2	Record drawings (minimum bid \$500)	1-05	1	LS	\$500.00	\$500.00
3	SPCC Plan	1-07	1	LS		
4	Mobilization	1-09	1	LS		
5	Project Temporary Traffic Control	1-10	1	LS		
6	Sanitary Sewer CIPP 6-Inch Diam.	7-20	1,335	LF		
7	Removal of Pipe Obstruction by Spot Repair	7-20	3	EA		
8	Unscheduled Spot Repair	7-20	1	FA	\$10,000.00	\$10,000.00
9	Remote Cut Protruding Object in the Pipeline	7-20	5	EA		
10	Temporary Sanitary Sewer Bypass	7-20	1	LS		
11	Odor Control Response	7-20	1	LS		

**SUBTOTAL COMPUTED BASE BID PRICE: \$** \_\_\_\_\_

**WA Sales Tax 10.3% Per WAC458-20-170: \$** \_\_\_\_\_

**TOTAL BID PRICE: \$** \_\_\_\_\_



**BID DEPOSIT**

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

SIGN HERE \_\_\_\_\_

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**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are  
held and firmly bound unto the City of Kirkland, as Obligee, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ dollars, for the payment of which the  
Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

\_\_\_\_\_

Project Name

\_\_\_\_\_

Job Number

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**CITY OF KIRKLAND**  
**NONCOLLUSION AFFIDAVIT**  
**West of Market Sewermain Rehabilitation Pilot Project**  
CIP NO. SSC0771010  
JOB NO. 52-24-PW

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF KING        )

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

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

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

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

\_\_\_\_\_  
Title

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

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

**NOTICE TO ALL BIDDERS**

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

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

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

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

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

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

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

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

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

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

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

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

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

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

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

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

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

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

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

RCW 39.30.060 requires the following:

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

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

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

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

Each bidder shall submit a list of:

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



**CITY OF KIRKLAND  
SUBCONTRACTOR IDENTIFICATION LIST**

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

**Proposed Subcontractors and items of work to be performed:**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

*- make additional pages if necessary -*

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

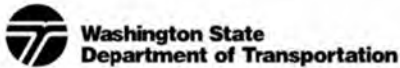
Item Numbers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Contractor Certification  
Wage Law Compliance - Responsibility Criteria  
Washington State Public Works Contracts**

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL  
MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD**

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

**Bidder Name:** \_\_\_\_\_  
Name of Contractor/Bidder - Print full legal entity name of firm

**By:** \_\_\_\_\_  
Signature of authorized person                      Print Name of person making certifications for firm

**Title:** \_\_\_\_\_  
Title of person signing certificate

**Place:** \_\_\_\_\_  
Print city and state where signed

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

**CITY OF KIRKLAND  
BIDDER'S CHECKLIST**

1. Have you reviewed the Bidder Responsibility and Subcontractor Responsibility Criteria?
2. Have you enclosed a bid bond or certified check with your bid? (Must be at least 5% of the total amount bid)
3. Have you entered a bid amount for all items and all schedules?
4. Do the written amounts of the proposal agree with the amounts shown in the figures?
5. Have you acknowledged receipt of addenda?
6. Has the proposal been properly completed and signed?
7. Have you completed the Statement of Bidder's Qualifications?
8. Have you completed the City of Kirkland Non-collusion Affidavit?
9. Have you completed the Subcontractor Identification List? (This is to be completed for HVAC, plumbing, and electrical subcontractors if the estimate amount exceeds \$1,000,000.)
10. Have you signed wage law compliance form?
11. Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for: West of Market Sewermain Rehabilitation Pilot Project. Project Job No. 52-24-PW (CIP No. SSC0771010)

# CONTRACT

## INFORMATION ONLY

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



# City of Kirkland

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# CITY OF KIRKLAND

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## CITY OF KIRKLAND PUBLIC WORKS AGREEMENT

Version:063020

West of Market Sewermain Rehabilitation Pilot Project  
JOB NO. 52-24-PW

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

W I T N E S S E T H:

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

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

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "West of Market Sewermain Rehabilitation Pilot Project, Job No. 52-24"

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF WASHINGTON                    )  
  ) SS  
COUNTY OF KING                        )

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

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

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

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

STATE OF WASHINGTON                    )  
  ) SS  
COUNTY OF KING                        )

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

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

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

CITY OF KIRKLAND

BY: \_\_\_\_\_  
Julie Underwood, Deputy City Manager



## PERFORMANCE BOND

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

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

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

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **West of Market Sewermain Rehabilitation Pilot Project, Job No 52-24-PW**, which is hereby made a part of this bond as if fully set forth herein;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





## LABOR, MATERIAL AND TAXES PAYMENT BOND

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

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

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

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **West of Market Sewermain Rehabilitation Pilot Project, Job No 52-24-PW**, which contract is by this reference made a part hereof;

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

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

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

(Form continues on next page)

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

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

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

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

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

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

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

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

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

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

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

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

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

West of Market Sewermain Rehabilitation Pilot Project  
JOB NO. 52-24

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

*Select  
One*

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

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

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

CONTRACTOR:

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

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

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

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

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

Contract Title	_____
Contract Number	_____
Contractor Name	_____

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

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

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

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

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

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

PROVIDED HOWEVER, that:

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

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

**SURETY**

**PRINCIPAL**

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

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

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

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

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

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

\_\_\_\_\_

**CITY OF KIRKLAND**  
**RETAINED PERCENTAGE ESCROW AGREEMENT**

West of Market Sewermain Rehabilitation Pilot Project  
JOB NO. 52-24-PW

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

City of Kirkland  
123 Fifth Avenue  
Kirkland, Washington 98033

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

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

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

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

TO: Escrow Bank or Trust Company:

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

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

\_\_\_\_\_

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

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

**INSTRUCTIONS**

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City of Kirkland. Attached is a list of such bonds, or other securities approved by the City of Kirkland. Other bonds or securities, except stocks, may be selected by the Contractor, subject to the express written approval of the City of Kirkland. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so at the direction of the City of Kirkland and Contractor.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the

negotiation of the City of Kirkland's warrants) except in accordance with written instructions from the City of Kirkland. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is \_\_\_\_\_.

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

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

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

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

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

CONTRACTOR:

CITY OF KIRKLAND:

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

123 Fifth Avenue  
Kirkland, Washington 98033

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

ESCROW BANK OR TRUST CO:

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

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

\_\_\_\_\_  
Title

Securities Authorized by City of Kirkland (select one):

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

**RETURN THIS SIGNED AGREEMENT TO:**

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



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

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

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



# **GENERAL SPECIAL PROVISIONS**



**City of Kirkland**

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# GSP DIVISION 1



## City of Kirkland

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# **SPECIAL PROVISIONS**

*Supplement to*

**2025**

**WSDOT Standard  
Specifications**





City of Kirkland

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# City of Kirkland Special Provisions

## INTRODUCTION

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, **2025** edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The accompanying Plans and these Specifications and any Addenda thereto, show and describe the location and type of work to be performed under the **West of Market Sewermain Rehabilitation Pilot Project, Job No. 52-24-PW**, contract documents.

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

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

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

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

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

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

Also incorporated into the Contract Documents by reference are:

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

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

# DIVISION 1 – GENERAL REQUIREMENTS

## DESCRIPTION OF WORK

This contract is for the **West of Market Sewermain Rehabilitation Pilot Project**. The scope of work includes the rehabilitation by lining approximately 1,335 linear feet of 6-inch sanitary sewers. All work shall be performed in accordance with the Contract Plans, these Contract Special Provisions, and the Standard Specifications.

### 1-01 DEFINITIONS AND TERMS

#### 1-01.3 Definitions

*(January 19, 2022 APWA GSP)*

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

#### **Dates**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplement this Section with the following:

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

## **Traffic**

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

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

(January 24, 2011 APWA GSP)

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

Delete this Section and replace it with the following:

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

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

#### **1-02.1(1) Supplemental Qualifications Criteria**

(July 31, 2017 APWA GSP)

(January 1, 2016 COK GSP)

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

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

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

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

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

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

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

(June 27, 2011 APWA GSP)

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

Delete this section and replace it with the following:

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

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

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

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

(December 30, 2022 APWA GSP Option B)

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

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 five 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 Bidders at the following locations:

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

The reference information includes the followings:

Appendix A – \*\*\**Project Plans*\*\*\*

Appendix B – \*\*\**Existing Easements, As-Builts*\*\*\*

Appendix C – \*\*\**Pipe Inspection Images*\*\*\*

Appendix D – \*\*\**CAD Disclaimer*\*\*\*

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

(November 25, 2024 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; the bidder's DBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.

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

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

(November 25, 2024 APWA Option B)

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.

(March 8, 2013 APWA GSP)

### **1-02.7 Bid Deposit**

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;



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

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

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

(January 1, 2016 COK GSP)

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

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

##### **Conflict of Interest**

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

(July 23, 2015 APWA GSP)

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

Delete this section, and replace it with the following:

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

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

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or

supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

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

## **1-02.12 Public Opening of Proposal**

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

### **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 Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington 98033 until 3:00 P.M. of the Bid opening date. The Bid opening date for this project is February 26, 2025. 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** (September 3, 2024 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
  - c. A price per unit cannot be determined from the Bid Proposal;
  - d. The Proposal form is not properly executed;
  - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
  - f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
  - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
  - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

- j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
  - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
  - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
  - e. Receipt of Addenda is not acknowledged;
  - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - g. If Proposal form entries are not made in ink.

(May 17, 2018 APWA GSP, Option B)

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

Delete this section and replace it with the following:

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

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

##### **1. Delinquent State Taxes**

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

##### **2. Federal Debarment**

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).
3. **Subcontractor Responsibility**
- A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.
4. **Claims Against Retainage and Bonds**
- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
  - The 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.

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Supplement to 1-02.14 with the following:

A bidder will be deemed not responsible, and their proposal will be rejected if they submit unjustifiable protests or claims.

(December 30, 2022 APWA GSP)

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

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,

5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

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

(December 30, 2022 APWA GSP)

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

Revise this section to read:

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

#### **1-03.2 Award of Contract**

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*This section is supplemented with the following:*

The award of contract will be made to the lowest bidder deemed responsible by the City, and whose bid conforms to the requirements of these specifications, and whose past record of performance on work of similar complexity and magnitude indicates that said bidder is qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The bidder shall submit price on each and every item of work included in the bid schedules. The contract shall be awarded to the lowest responsible bidder based on the base bid. Subject to funding and the best interests of the City, the City may elect to award the additive scheduled together with the base bid.

**1-03.3 Execution of Contract**  
(July 8, 2024 APWA GSP Option A)

Revise this section to read:

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

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

Within 14 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 7 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

**1-03.4 Contract Bond**  
(January 1, 2016 COK GSP)

*Revise the first paragraph to read:*

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner, and
  - c. Have an A.M. best rating of A:VII or better.



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

(December 30, 2022 APWA GSP)

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

Revise this section to read:

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

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

(January 1, 2016 COK GSP)

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

Section 1-04.1 is supplemented with the following:

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

(December 30, 2022 APWA GSP)

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

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. 2025 WSDOT Standard Specifications,
6. Contracting Agency's Standard Plans, Details, or Policies (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

(January 19, 2022 APWA GSP)

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

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

The Contractor shall immediately notify the Engineer of any item that the Contractor constitutes to be a significant change and supplement the notification with enough information to determine an adjustment cost prior to the performance of the Work. Notifications for cost impacts must be made within 10 calendar days of a written or oral order from the Engineer, including any direction, instruction, interpretation, or determination by the Engineer, or immediately if the order is within 10 days prior to the work. If a basis of adjustment cannot be agreed upon before the Work, Contractor may follow the protest procedures in accordance with 1-04.5.

(July 19, 2022 COK GSP)

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

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$5,000 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.

The Contractor will be provided a copy of the completed order for Minor Changes. The agreement for the Minor Changes will be documented by signature of the contractor, or notation of verbal agreement. If the Contractor is in disagreement with anything required by the order for Minor Changes, the Contractor may protest the order as provided in Section 1-04.5.

Payments will be determined in accordance with Section 1-09.6. For the purpose of providing a common Proposal for all Bidders. The Contracting Agency has entered an amount for "Minor Changes" in the Proposal to become a part of the total Bid by the Contractor. Credits will be determined in accordance with Section 1-09.4.

(December 30, 2022 APWA GSP, Option B)

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

Revise the first paragraph to read:

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

(January 1, 2016 COK GSP)

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

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

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

The Contractor shall:

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

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

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

(January 27, 2021 COK GSP)

Add new Section 1-04.12.

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

Except where specifically indicated otherwise in the Contract Documents, the Contractor shall make all necessary arrangements and bear all costs as incidental to the Contract for permits, temporary hook-ups, usage fees, and decommissioning of temporary services for all water, electrical power, telecommunications, and/or sanitary sewer services necessary for performance of the Work.

### **1-05 CONTROL OF WORK**

(January 27, 2021 COK GSP)

#### **1-05.1 Authority of the Engineer**

Section 1-05.1 is supplemented with the following:

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

(January 1, 2020 COK GSP)

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

Section 1-05.4 is supplemented with the following:

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

(January 1, 2016 COK GSP)

Add new Section 1-05.4(1).

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

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

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

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

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

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

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

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

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

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

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

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

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Survey work described above should be incidental to the bid item "Removal of Obstruction by Spot Repair".

(October 1, 2005 APWA GSP)

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

Supplement this section with the following:

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

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

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

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

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

(January 1, 2016 COK GSP)

#### **1-05.9 Equipment**

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

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

(January 1, 2016 COK GSP)

#### **1-05.10 Guarantees**

Section 1-05.10 is supplemented as follows:

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

(October 1, 2005 APWA GSP)

#### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

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

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

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

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the

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

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

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

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

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

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

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

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

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

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



Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

(March 8, 2013 APWA GSP)

**1-05.12 Final Acceptance**

Add new Section 1-05.12(1).

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

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

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

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

(August 14, 2013 APWA GSP)

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

Delete the sixth and seventh paragraphs of this section.

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Replace the second and third paragraphs of this section with the following:

Either the Contractor in person or an authorized representative shall remain on site whenever the work is underway. Before the Work begins, the Contractor shall name in writing an experienced superintendent and/or project manager who understand the Contract and is able to supervise the Work. This superintendent and/or project manager shall have full authority to represent and act for the Contractor. Superintendent and/or project manager who repeatedly fail to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project. Upon the written request of the Engineer, the Contractor shall immediately remove such employee and name a replacement in writing.

Competent employees experienced in the task being performed shall continuously oversee the Contract Work. At the Engineer's written request, the Contractor shall immediately remove and replace incompetent, careless, or negligent employees.

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#### **1-05.14 Cooperation with Other Contractors**

Supplement this Section with the following:

The Contractor shall coordinate the work with other Contractors and utility companies, which also have facilities in the project area which are to be relocated or adjusted to grade, including but not limited to adjustment of gas valves, and relocation/adjustment of other Franchise utility facilities which are in conflict with proposed improvements. See Section 1-07.17 of these Special Provisions for more information. All costs associated with coordination and cooperation with other contractors shall be considered incidental and shall not be grounds for additional payment or claims of any kind. The Contractor shall be responsible for coordinating directly with affected utilities responsible for utility relocation. Contractor shall coordinate all required relocations such that no delay in work occurs. Delay caused by Contractor's failure to coordinate work with utilities shall not be just cause for a claim, dispute, or suspension. At a minimum coordination shall include:

- Providing each utility with an overall project schedule showing private utility impacts requiring coordination.
- Providing each utility with a three week look ahead showing any private utility work required that could impact the Critical Path of the project schedule.
- All phone conversations and emails between the Contractor and utilities in regard to schedules and coordination shall be documented on a record of communication and provided to the Owner.

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

(January 4, 2024 APWA GSP)

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

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice

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

(October 1, 2005 APWA GSP)

**1-05.16 Water and Power**

Add the following new section:

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

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

**1-05.17 Oral Agreements**

Add the following new section:

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

(March 8, 2013 APWA GSP)

Add new Section 1-05.18.

**1-05.18 Record Drawings**

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

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office and shall be always available for review by the Contracting Agency. 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 \$500)	Lump Sum
--	----------

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

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

(November 19, 2019 COK GSP)

Add new Section 1-05.19.

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

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

Every single diary sheet/page must have:

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

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

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

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

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

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

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

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

(January 1, 2016 COK GSP)

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

Section 1-06.1 is supplemented as follows:

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

(February 17, 2022 COK GSP)

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

Revise the first paragraph to read:

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

**(January 4, 2016 APWA GSP)**  
**1-06.6 Recycled Materials**

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

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

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

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

(January 1, 2021 COK GSP)

**1-07.1 Laws to Be Observed**

Section 1-07.1 is supplemented with the following:

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

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

**Compliance with Laws**

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

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

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

(January 1, 2016 COK GSP)

Supplement this section with the following:

### **Contractor's Safety Responsibilities**

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

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

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

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

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



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

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

Section 1-07 is supplemented with the following:

**(April 3, 2006 WSDOT GSP)**

**Confined Space**

Confined spaces are known to exist at the following locations:

\*\*\*

Manholes  
Excavation Trench

\*\*\*

The Contractor shall be fully responsible for the safety and health of all on-site workers and complaint with Washington Administrative Code (WAC 296-809).

The contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractor's Confined Space program shall be sent to the contracting agency at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Project Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the Bid prices for the various items associated with the confined space work.

(June 27, 2011 APWA GSP)

**1-07.2 State Taxes**

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

**1-07.2 State Sales Tax**

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

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

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

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

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

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

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

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

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

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

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

(January 1, 2021 COK GSP)

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

Revise the paragraph 6 to read:

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

(January 1, 2021 COK GSP)

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

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

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

Supplement second paragraph of this section with the following:

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

(January 1, 2021 COK GSP)

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

Add new Section 1-07.6(1)

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

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

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

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

(January 1, 2021 COK GSP)

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

Add new Section 1-07.6(2)

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

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

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

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

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

**1-07.11(2) Contractual Requirements**

*(November 25, 2024 APWA GSP)*

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

(January 1, 2016 COK GSP)

**1-07.14 Responsibility for Damage**

Section 1-07.14 is supplemented with the following:

The Contractor further agrees that it is waiving immunity under Industrial Insurance Law Title 51 RCW for any claims brought against the City by its employees. In the event

Contractor fails, after receipt of timely notice from the City, to appear, defend, or pay as required by the first paragraph of this section, then in that event and in that event only, the City may in its sole discretion, deduct from the progress payments to the Contractor and pay any amount sufficient to pay any claim, of which the City may have knowledge and regardless of the informalities of notice of such claim, arising out of the performance of this contract, provided the City has theretofore given notice of receipt of such claim to the Contractor and the Contractor has failed to act thereon.

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

(January 10, 2019 COK GSP)

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

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

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

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

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

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

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

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

(January 1, 2016 COK GSP)

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

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

**U.S. Postal Service Collection Boxes, Mail Receptacles, and other Structures:** U.S. Postal Service collection box and other Structures requiring temporary relocation to

accommodate construction, the Contractor shall contact the Kirkland Postmaster at least 5 Working Days in advance for coordination. Only the U.S. Post Office will move Postal Service-owned property.

(January 1, 2020 COK GSP)

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

Section 1-07.17 is supplemented with the following:

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

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

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

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

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

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

<b>Utility</b>	<b>Agency/Company</b>	<b>Address</b>	<b>Contact</b>	<b>Phone</b>
Water/Sewer	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Cody Gray	(425) 587-3900
Storm Drainage	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Jason Osborn	(425) 587-3900
Water / Sewer (North area of Kirkland)	Northshore Utility District	6380 NE 185th St Kenmore, WA 98028	George Matote Kelly Nesbitt	(425) 398-4400 (425) 521-3750
Street	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Chris Gavigan	(425) 587-3900
Natural Gas	Puget Sound Energy	P.O. Box 97034 EST-11W	Kiara Skye	(425) 213-9205

		Bellevue, WA 98009-9734		
Electric	Puget Sound Energy	35131 SE Center St Snoqualmie, WA 98065	Kiara Skye	(425) 213-9205
Telephone/ FIOS	Ziply Fiber	P.O. Box 1127 Everett, WA 98206	Cheryl Schneider	(425) 949-0230
FIOS	Astrobound/Wave Broadband		Richard Hays	(360) 631-4134
FIOS	CenturyLink/Lumen	22817 SE Issaquah-Fall City Rd, WA, 98027	Kayvan Fassnacht	(425) 213-9378
FIOS	Zayo	22651 83 <sup>rd</sup> Ave. S. Kent, WA 98032	Rusty Perdieu	(706) 889-6967
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Chris Combs	(425) 273-7832
Network	Verizon/MCI	11311 NE 120 <sup>th</sup> St Kirkland, WA 98034	Brad Landis Scott Christenson	(425) 201-0901 (425) 471-1079
School District Transportation	Lake Washington School District	15212 NE 95th St Redmond, WA 98052	Laura DeGooyer	(425) 936-1133
Transit	King County METRO	MS SVQ-TR-0100 1270 6th Ave S Seattle, WA 98134	David Freeman	(206) 477-1140 (206) 477-0438
Water (Northeast area of Kirkland)	Woodinville Water District	17238 NE Woodinville Duvall Road, Woodinville, WA 98072	Christian Hoffman	(425) 487-4142
Olympic Pipeline	BP		Kenneth Metcalf Joseph Stone	(425) 981-2575 (425) 981-2506
Water (along 132 <sup>nd</sup> Ave NE)	Seattle Public Utilities		Mike Freeman	(206) 684-8117

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

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

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

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

### **Other Notifications**

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

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

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

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

(January 1, 2016 COK GSP)

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

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

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

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

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

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

(January 4, 2024 APWA GSP)

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

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



- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

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

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

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

Such policy must provide the following minimum limit:

- \$1,000,000 Combined single limit each accident

#### **1-07.18(5)C Workers' Compensation**

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

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

**1-07.18(5)D Excess or Umbrella Liability**

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than **\$1,000,000** each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

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

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

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

**(December 30, 2022 APWA GSP)**

**1-07.18(5)K Professional Liability**

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

Such policy shall provide the following minimum limits:

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

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

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

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

**1-07.23 Public Convenience and Safety**

Section 1-07.23 is supplemented with the following:

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

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

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

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

### **Pedestrian Control and Protection**

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

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

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

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

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

**(May 2, 2017 APWA GSP)**  
**1-07.23(1) Construction under Traffic**

Revise the third sentence of the second paragraph to read:

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

(July 23, 2015 APWA GSP)

**1-07.24 Rights of Way**

Delete this section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this

contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

(January 1, 2021 COK GSP)

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

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

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

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

## New Section:

### 1-07.29 CAD Files Disclaimer

Prior to the City of Kirkland allowing access and use of the CAD files related to this project, the Owner/ Client must agree and sign to the following disclaimer conditions, which is included in Appendix D:

1. The Designer has contractually agreed with the Owner/Client that others may use the electronic data for this project only. This electronic data may not be used in any form in whole or part for projects other than the project for which it was originally intended.
2. The City of Kirkland and its Consultants accept no liability for the use of this electronic data by others. In accepting this file, you assume all liability associated with its use.
3. Electric CAD data has not necessarily been fully reviewed by the City or Designer and is not to be considered necessarily complete or accurate. There may be errors or omissions in this electronic data. Only the stamped and signed document/drawing can be relied on to reflect the project work.
4. Electronic data may contain The City of Kirkland and its Consultant's title blocks. All references to The City of Kirkland and its Consultants and associated logos, phone numbers, etc. shall be removed when using this electronic data.
5. It shall be the responsibility of the user(s) of this electronic data to comply with all legal, professional, and ethical requirements including local and state professional registration laws.
6. Use of our electronic data automatically binds you and/or your organization to these conditions.

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

Add the following new section:

(May 25, 2006 APWA GSP)

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

Add the following new section:

(July 8, 2024 APWA GSP)

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

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

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



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

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

(January 1, 2021 COK GSP)

Add new Section 1-08.0(2).

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

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

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

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

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

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

1. Require the Engineer or such assistants as the Engineer may deem necessary to be present during the Work, including (but not limited to):
  - a. Survey crews

- b. Personnel from the Contracting Agency's material testing laboratory
  - c. Inspectors
  - d. City operations and maintenance staff
  - e. Police, fire, or other public safety officials
  - f. Any other Contracting Agency employees who, in the opinion of the Engineer, are a necessary presence for the Work outside of the allowable working hours;
2. Require the Contractor to reimburse the Contracting Agency for all additional costs and expenses in excess of straight-time costs incurred for Contracting Agency employees and expenses during such times;
  3. Measure Work performed on nights, weekend days, and holidays as working days with regards to the Contract Time; and/or,
  4. Consider multiple work shifts (such as a sequential 8-hour day period followed by an 8-hour night period) as multiple working days with respect to Contract Time, even if those multiple shifts occur in a single 24-hour period.

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

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

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

### **Arterial Streets**

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

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

(January 1, 2016 COK GSP)

### **1-08.1 Subcontracting**

Section 1-08.1 is supplemented with the following:

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

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

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Department during the life of the contract and for a period of not less than three years after the date of acceptance of the

contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and Agents shall be open to similar inspection or audit for the same period.

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

*(January 4, 2024 APWA GSP)*

Revise this section to read: "Vacant".

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

*(November 25, 2024 APWA GSP)*

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

*(January 1, 2016 COK GSP)*

#### **1-08.3 Progress Schedule**

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

*(December 30, 2022 APWA GSP)*

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

Revise this section to read:

The Contractor shall submit 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 used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

#### **1-08.3(2)D Preliminary Progress Schedules**

*(January 4, 2024 APWA GSP)*

Revise the second paragraph to read:

1. The preliminary progress schedule shall be submitted no later than the preconstruction conference for all Type B and Type C progress schedules.

*(July 23, 2015 APWA GSP)*

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

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

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

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

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

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

Add new Section 1-08.4(1)

##### **1-08.4(1) Weekly Construction Meetings Requirement**

The contractor shall schedule and conduct weekly construction meetings, at or near the job site, with the Engineer throughout the duration of the contract period, as specified in the Notice to Proceed letter.

Each weekly coordination meeting is expected to consist of a discussion of work accomplished, ongoing and upcoming work, and the current status of the work schedule, and a forecast for the coming period. Status of materials, RFI's, change orders, progress payments, sublet requests and other documentation will be discussed as well.

The Contractor shall be responsible for providing the meeting agenda to the Engineer at least one (1) business day prior to each scheduled meeting and or submitting the meeting minutes no later than one (1) business day following the meeting.

Costs associated with the Contractor and Contracting Agency weekly coordination meetings shall be included as a cost of managing the project and no separate pay item will be made.

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

*(November 25, 2024 APWA GSP, Option B)*

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

Revise the third and fourth paragraphs to read:

Contract time shall begin as identified on the Notice to Proceed letter. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

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

Revise the sixth paragraph to read:

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

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

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

(January 1, 2016 COK GSP)

Section 1-08.5 is supplemented with the following:

This project shall be substantially completed in its entirety within **30** working days. Each shift, whether performed during the day or at night, shall be charged as one (1) working day.

#### **1-08.6 Suspension of Work**

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

Section 1-08.6 is supplemented with the following:

The Engineer may order suspension of all or any part of the work upon the Contractor's request to accommodate material procurement.

(January 1, 2016 COK GSP)

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

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

Accordingly, the Contractor agrees:

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

#### **LIQUIDATED DAMAGES FORMULA**

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

Where:

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

C = original Contract amount

T = original time for Physical Completion

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

#### **1-09.2 Weighing Equipment**

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

*(November 25, 2024 APWA GSP, Option B)*

Revise item 4 of the fifth paragraph to read:

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

(January 1, 2016 COK GSP)

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

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

**Trucks and Tickets**

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

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

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

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

**(December 30, 2022 APWA GSP)**

**1-09.2(5) Measurement**

Revise the first paragraph to read:

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

(December 30, 2022 APWA GSP)

**1-09.6 Force Account**

Supplement this section with the following:

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

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



### **1-09.7 Mobilization**

Delete this Section and replace it with the following:

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

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

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

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

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

### **1-09.9 Payments**

*(July 8, 2024 APWA GSP, Option A)*

Supplement this section with the following:

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

*(January 1, 2016 COK GSP)*

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

### **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(1)A    *General***

*(December 30, 2022 APWA GSP)*

Revise this section to read:

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

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

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

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

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

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

Delete this Section and replace it with the following:

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

### **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.

*(December 30, 2022 APWA GSP)*

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

Revise this section to read:

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

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

*(January 1, 2016 COK GSP)*

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

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

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

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

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

The Contractor shall utilize City of Kirkland Pre-Approved Plans Policy R-29 for traffic control plan requirements and guidelines.

Section 1-10.2(2) is supplement with the following:

If the work requires shifting traffic into the parking lane or otherwise impacting traffic, the Contractor should place temporary “No Parking” signs 24 hours prior to commencing work.

The contractor shall provide a minimum of two (2) flaggers, one (1) traffic control supervisor, and at least two (2) PCMS boards during all working hours when temporary traffic control or permanent lane closures are in place. This shall be included in the lump sum Bid item “Project Temporary Traffic Control.”

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

#### **1-10.3(1)B Other Traffic Control Labor**

*(November 25, 2024, APWA GSP)*

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

#### **Uniformed Police Officer**

Definitions:

Uniformed Police Officer as used in this specification is a “General Authority Washington Peace Officer” as defined by RCW 10.93.020 (3), or a “Specially Commissioned Washington Peace Officer” as defined by RCW 10.93.020(5).

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 Uniformed Police Officers 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 Uniformed Police Officer as required by the contract, including the costs to arrange, coordinate, and supervise.

The services provided under the bid item “Uniformed Police Officer” shall be considered a subcontractor with the attendant requirements and responsibilities.

The Contractor must obtain prior approval for use of off-duty Uniformed Police Officers through an Approved Traffic Control Plan and approved amendments to the contract traffic

control Plans. The off-duty Uniformed Police Officer shall be in addition to all other personnel required for flagging according to the approved traffic control plan.

A Uniformed Police Officer 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 be capable of issuing legal tickets for offenders and providing their Agency Police Vehicle with active light bars for night visibility.

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

Uniformed Police Officers shall be included in the lump sum Bid item "Project Temporary Traffic Control".

(April 18, 2018 COK GSP)

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

Supplement this section with the following:

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

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Portable Changeable Message Sign shall be included in the lump sum Bid item "Project Temporary Traffic Control".

**END OF DIVISION 1**

# GSP DIVISION 2



## City of Kirkland

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## **DIVISION 2 – EARTHWORK**

No Division 2 Special Provisions.

**END OF DIVISION 2**

# GSP DIVISION 3



## City of Kirkland

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## **DIVISION 3 – AGGREGATE PRODUCTION AND ACCEPTANCE**

No Division 3 Special Provisions.

**END OF DIVISION 3**

# GSP DIVISION 4



## City of Kirkland

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## **DIVISION 4 – BASES**

No Division 4 Special Provisions.

**END OF DIVISION 4**

# GSP DIVISION 5



## City of Kirkland

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**5-04 Hot Mix Asphalt**  
(January 31, 2023 APWA GSP)

Delete Section 5-04, Hot Mix Asphalt, 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.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for \*\*\*\$1\$\*\*\* 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 any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

**Commercial Evaluation 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 conveyor 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 laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

#### **5-04.3(3)E Rollers**

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

#### **5-04.3(4) Preparation of Existing Paved Surfaces**

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

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

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

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

leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

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

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

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

#### **5-04.3(4)A Crack Sealing**

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

HMA Class 1"	0.35 feet
HMA Class $\frac{3}{4}$ " and HMA Class $\frac{1}{2}$ "	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class $\frac{3}{8}$ "	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). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.



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

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

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

#### **5-04.3(9)A Vacant**

#### **5-04.3(9)B Vacant**

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

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

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

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

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

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

##### **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the

Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall 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 "P"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids ( $V_a$ ) (where applicable)	20

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

#### **5-04.3(9)C5 Vacant**

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

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

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

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

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency,  $V_a$ . The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

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

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

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be

determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the 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 subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

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

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

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

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

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

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

#### **5-04.3(10)C Vacant**

#### **5-04.3(10)D HMA Nonstatistical Compaction**

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

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

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

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

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

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

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

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

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

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a 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 laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature.



When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

#### **5-04.3(12)A2 Longitudinal Joints**

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than  $\frac{1}{2}$  of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

#### **5-04.3(12)B Bridge Paving Joint Seals**

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

#### **5-04.3(13) Surface Smoothness**

(April 20, 2012 COK GSP)

Supplement this section as follows:

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than  $\frac{1}{8}$  inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than  $\frac{1}{4}$  inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Project Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result in a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Project Engineer, will not produce satisfactory results will be removed and replaced at the contractor's expense.

When Portland cement concrete pavement is to be placed on HMA, the surface tolerance of the HMA shall be such that no surface elevation lies above the plan grade minus the specified plan depth of Portland cement concrete pavement. Prior to placing the Portland cement concrete pavement, any such irregularities shall be brought to the required tolerance by grinding or other means approved by the Project Engineer.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the roadway shall be paved before the utility appurtenances are adjusted to the finished grade.

#### **5-04.3(14) Planing 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 planning 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**

(\*\*\*\*)

Delete this section.

#### **5-04.5 Payment**

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Replace this section with the following:

HMA shall be incidental to the bid Item "Removal of Pipe Obstruction by Spot Repair".

**END OF DIVISION 5**

# GSP DIVISION 6



## City of Kirkland

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## **DIVISION 6 – STRUCTURES**

No Division 6 Special Provisions.

**END OF DIVISION 6**

# GSP DIVISION 7



## City of Kirkland

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## **7-20 CURED-IN-PLACE PIPE**

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NEW Section:

### **7-20.1 Description**

This section specifies the Cured-In-Place Pipe (CIPP) lining of the 6-inch sanitary sewers as shown on the plans. The sanitary sewers are lined with a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline and expanded with water or air pressure to fit against the existing pipeline tightly. The resin shall be cured using exposure to heat or ultraviolet (UV) light while under pressure within the tube. The Cured-In-Place Pipe (CIPP) will be seamless, jointless, tight-fitting, and continuous from manhole to manhole. All sewer services are reinstated using a robotic cutter.

### **7-20.2 Reference Standards**

The following references form a part of this specification to the extent stated herein and shall be the latest editions thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

- ASTM D578: Standard Specification for Glass Fiber Strands
- ASTM D790: Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- ASTM F1216: Standard Practice for Rehabilitation of Existing Pipeline and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of a Cured-In-Place Thermosetting Resin Pipe (CIPP)
- ASTM F2019: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Glass Reinforced Plastic Cured-in-Place (GRP-CIPP) Using UV-Light Curing Method
- ASTM D2990: Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
- ASTM D5813: Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping systems
- ASTM D543: Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
- ASTM C1107: Standard Specification for Packaged Dry, Hydraulic-Cement Grout (non-shrink)

### **7-20.3 Qualifications**

The installer shall have at least three years of active experience in the installation of the product proposed for installation and have successfully installed at least 50,000 linear feet of the product in wastewater collection systems. Installer must be fully licensed and certified by the manufacturer of the CIPP product system. The Contractor shall submit a list of qualifications and work history for the installer company, field superintendent who will be on-site for the duration of the projects, and the robotic cutter operator who will reinstate the services as follows:

- A. Superintendent – The superintendent will have experience with the specific liner system and cure type proposed and have installed a minimum of 10,000 feet of the proposed liner system within a 6-inch pipe or larger. The superintendent shall also have at least one year of sewage bypass experience.
- B. Robotic Cutter Operator – The lateral cutter operator shall have a minimum of two years' experience reinstating services on CIPP lining projects.

#### **7-20.4 Pre-Work Submittals**

Provide detailed submittal information as described below to address the CIPP 6-inch Sanitary Sewer mainline installations. Submittals should be provided prior to mobilization or commencing any CIPP activities except for all procedures or materials descriptions requiring the Engineer's approval shall be submitted no less than 2 weeks prior to mobilization or commencing any CIPP activities at the site of the work.

1. Certification showing that the installer is currently licensed by the manufacturer of the CIPP product system for the project to perform CIPP installation.
2. Certification of the installer's crew members (if relevant); provide a statement letter if no crew certification is available from the manufacturer.
3. Installer, superintendent, and robotic cutter operator qualifications. Provide a list of a minimum of 3 previous CIPP installation project names, project date, project location, liner size, footage installed, project owner, and current contact information for a project representative familiar with the work performed.
4. A quality control plan that details the proposed quality control to be performed by the contractor including:
  - a. Procedures for quality control, product sampling and testing
  - b. Examples of the installer's forms and quality records used throughout their process to demonstrate the effective application of quality control methods and verification checks. These forms and quality records are subject to approval by the Engineer.
5. Letter of qualification by the liner material manufacturer and the resin supplier certifying the fitness of their products for use as Cured-In-Place Pipe liners to be used in the sanitary sewer system, stating the history of successful application of these products in the CIPP process, and stating that these products have been supplied to and successfully used by the installer.
6. The Contractor shall submit the plan, to be reviewed and approved by the Engineer, for CIPP lining of the existing 6-inch sanitary sewer main as shown per plan. Including:
  - a. Provide shop drawings, catalog data, and manufacturer's technical data showing information on the liner and resin material composition, chemical and physical properties, and dimensions of the liner. Data shall include procedures for storage, temperature control, handling, installation procedures, curing procedures, lateral reinstatement methods, and finishing per manufacturer's recommendations.
  - b. the equipment that will be used for pipe lining such as insertion and curing and lateral reconnection.
  - c. Provide a lining schedule detailing when the work will begin and the order of sewer segments to be lined. The schedule of sequence of operations should include pre-CCTV, cleaning, bypass, traffic control, preparation work including defect correction, liner insertion, curing, installing hydrophilic end seals, lateral reinstatement, and post-installation CCTV.
  - d. Describe the procedure for sealing the ends of each liner with non-shrink grout as specified herein
  - e. Contractor's description of the proposed rehabilitation methodology, including:
    - i. Pipe Lining
      1. Pre-liner installation procedures, if used.
      2. Location and method for impregnating the liner tubing with resin.
      3. Maximum allowable liner pulling force
      4. Maximum allowable rate of liner installation
      5. Liner inflation procedure (minimum and maximum pressures, temperatures, and duration)
      6. Liner curing procedures (minimum and maximum pressures, UV exposure time, temperatures, and duration, and cooling down processes.)

- ii. Lateral reinstatement installation procedures - Describe the method for marking the service locations and accurately positioning the robotic cutter when reinstating the services.
7. Describe the proposed cleaning plan for each sewer segment including the sequence of operations, equipment, water use, and disposal plan. Specifically, address the build-up of material within the host pipe as shown in the CCTV footage included in the contract documents.
8. Submit for the Engineer's approval the plan to correct host pipe defected sections before lining including but not limited to tap-in, large joint offsets, and others as shown in the Pre-bid CCTV footage included in the contract documents.
9. Provide a Chemical grout injection plan for review and approval by the Engineer to address sites with active infiltration defined as a runner (grade M4) or gusher (grade M5) by NASSCO PACP guidelines, including but not limited to information for the chemical grout product, mixing procedures, safety data sheet, injection equipment information, and grout injection procedures, anticipated gel time, CCTV reports categorizing infiltration locations and manufacturer recommended packer sleeve pressure.
10. Manufacturer's product data for the hydrophilic end seals used and installation procedures.
11. The Contractor shall submit calculations for the Engineer's review to demonstrate that the Cured-in-Place Pipe (CIPP) is designed in accordance with the specifications outlined herein. The submission shall include the following:
  - a. Design Compliance: Evidence that the proposed wall thickness and physical properties of the liner meet the specified design criteria.
  - b. Design Assumptions and Equations: All design assumptions and equations used in the calculations must be clearly stated.
  - c. CIPP Thickness and Resin Requirements: Calculations must indicate the required CIPP thickness and the resin to be used to achieve the necessary pipe strength.
  - d. Pipe Sizing Calculation: A pipe sizing calculation that verifies the liner is properly sized to prevent the formation of wrinkles or folds.
  - e. All calculations shall be performed and certified by a Professional Engineer licensed in the State of Washington.
12. Provide a Temporary Sewer System Bypass Pumping Plan for review and approval by the engineer before the planned beginning of implementation of the temporary sewer bypass. The plan shall include a written proposal for each rehabilitation site. At a minimum, the proposal shall consist of the following:
  - a. The upstream location of where the existing flow will be collected.
  - b. The downstream location where the existing flow will be discharged.
  - c. Proposed conditions under which bypass pumping will be utilized.
  - d. Proposed locations of equipment including pumps and generators, hoses, cables, and any other components and proposed locations take into account site factors such as vehicle and pedestrian traffic, access to adjacent properties, access for project work, etc.
  - e. List of all equipment to be used.
  - f. The temporary sewer bypass plan shall include a spill prevention, control, and countermeasures (SPCC) plan.
13. Spill Prevention, Control, and Countermeasures (SPCC) Plan, which should incorporate an approach to prevent the release of styrene, associated with resin loss, and other pollutants during installation. Styrene discharges must be limited by the contractor using CIPP best practices per NASSCO guidelines and discharges to receiving systems shall not exceed 0.1 mg/L.
14. Provide manufacturer's literature for the temperature sensors that will be used to monitor the cure temperature at 20-foot increments or closer in each pipe run along with the related equipment.
15. Manufacturer's certification that all materials comply with the specifications, codes, and standards referenced herein.
16. Name and certification of independent testing laboratory proposed for structural testing.
17. Material Safety Data Sheets for resins, hardeners, catalysts, solvents, and all other compounds or chemicals to be used on the job site.
18. Detailed procedures for repairing or replace the product in the event of defective CIPP. Repair/replacement procedures shall be as recommended by the CIPP system manufacturer.

19. Detailed procedures for future tapping of service connections into the product
20. Sample public notification door hanger.
21. Submit field documentation, CCTV footage, and field records as specified herein.
22. An Odor Control and Response Plan
23. An emergency Plan detailing an action plan in the event services cannot be reinstated within the allowable timeframe.
24. Provide a Temporary Traffic Control Plan for review and approval by the engineer before implementation.

#### **7-20.5 Design Criteria**

Provide a CIPP system that meets or exceeds the minimum properties specified herein. The liner thickness shall be designed based on:

- Design Safety Factor = 2.0
- Engineering Formulas As listed in the Appendix of ASTM F1216 and F2019 for fully deteriorated pipes
- Groundwater Depth = Assuming at the surface
- Enhancement Factor = 7.0
- Maximum Soil Depth = As determined by the adjacent upstream or downstream structure, whichever is deeper
- Ovality = 10%
- Live Load = HS-20
- Soil Density = 150 pounds per cubic foot dry soil density
- Constrained Soil Modulus = Per ASTM D3839, Soil Class III at 90% compaction
- Minimum Service Life = 50 years
- Creep Retention Factor = 50% (Flexural Modulus of Elasticity Retention = 50% of initial, or as demonstrated by 3<sup>rd</sup> party testing)

#### **7-20.6 Materials**

CIPP products submitted for approval must provide Third Party Test Results performed by an independent lab supporting the long-term performance, structural strength, and corrosion resistance of the product. No product shall be approved without independent third-party testing. The minimum required third-party test results to be submitted shall be per ASTM D2990 to establish the long-term creep reduction factor to be used in the calculation of linear thickness and per ASTM D5813 to determine acceptable corrosion resistance performance.

##### **7-20.6(1) Cured in Place Pipe Liner**

- A. Tube – sewn tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass, or fiberglass, and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813, and ASTM F2019. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- B. The CIPP liner shall meet chemical resistance demonstrated per ASTM D5813, F1216 and F2019 for Type III.
- C. The wet-out tube shall have a uniform thickness that when compressed at installation pressures meets or exceeds the design thickness.
- D. The CIPP shall be fabricated to a size that, when installed, will tightly fit the internal circumference and length of the original pipe without any annular space between the liner and the host pipe.
- E. The CIPP will be continuous in length and the wall thickness shall be uniform. No overlapping sections shall be allowed in the circumference or the length of the liner.
- F. Allowance shall be made for circumferential stretching during the installation process.

- G. The outside layer of the tube (before wet-out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet-out) procedure.
- H. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be allowed.
- I. The CIPP will be capable of conforming to offset joints, bells, and disfigured pipe sections. It shall be able to stretch to fit irregular pipe sections and negotiate bends.
- J. The wall color of the interior pipe surface of CIPP shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be completed after installation.
- K. The outside of the tube shall be marked for distance at regular intervals not to exceed 5 feet along its entire length. Markings shall include the manufacturer's name or identifying symbol.
- L. The CIPP resin shall be compatible with the liner fabric, other rehabilitation systems it may contact, and the host pipe materials.
- M. Seams in the CIPP shall be stronger than the non-seamed fabric.
- N. The CIPP liner shall be manufactured with materials from a consistent supplier. All materials of similar type shall be from a single source for the entire project.
- O. In addition to the requirements specified herein, the tube for UV CIPP (if used) shall consist of a least two separate layers of corrosion-resistant fiberglass laminate that meet the requirements of ASTM F2019 and ASTM D578.

**7-20.6(2)      *Resin***

- A. The resin system shall be a corrosion-resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM D5813, ASTM F2019, and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP wall thickness for this project
- B. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.
- C. Use resin designed to cure by exposure to heat or UV light. Resin which cures at ambient temperature will not be allowed.
- D. Sufficient additional resin shall be used to ensure that the cured liner meets the design thickness after compensating for resin migration into cracks, holes joints, or other pipe defects.
- E. Resin shall be manufactured with materials from a consistent supplier. All materials of similar type shall be from a single source for the entire project.
- F. The resin shall have no fillers added for the sole purpose of increasing the resin volume.
- G. Resin shall be approved by the manufacturer for use within sanitation sewer systems.

**7-20.6(3)      *CIPP Structural Requirements***

- A. Layers that were not saturated with resin before insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.
- B. The layers of the cured CIPP shall be uniformly bonded. If the separation of the layers with a probe occurs during the testing of field samples, the work will be rejected by the owner.
- C. The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2.
- D. The composite materials of the fabric liner tube and resin shall, upon installation inside the host pipe, exceed the following minimum initial structural properties as show in Table 1, based on the restrained sample cured in the host pipe and flat plate sample.

Table 1 – CIPP Initial Structural Properties

Water and Steam Cured CIPP per ASTM F1216		
Property	Test Method	Minimum Value (psi)
Flexural Strength	ASTM D790	4,500
Flexural Modulus	ASTM D790	250,000
UV Cured CIPP Per ASTM F2019		
Property	Test Method	Minimum Value (psi)
Flexural Strength	ASTM D790	15,000
Flexural Modulus	ASTM D790	725,000

## **7-20.7 Construction Requirements**

### **7-20.7(1) Public Notification and Communication**

The contractor shall make every effort to maintain service usage throughout the project. If a sewer service will be offline, the maximum amount of time of no service shall be 8 hours for any property served by the sewer between 8 AM – 5:30 PM (Monday – Friday). No service interruption on weekends or holidays or the day before holidays. A public notification program shall be implemented and shall as a minimum, require the contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and the sewer will be off-line. The contractor shall also provide the following:

- A. Written notice to be delivered to each home or business within 3 business days before the beginning of work being conducted on the section, and a local telephone number of the Contractor shall be provided to allow discussions of the project or any problems which could arise.
- B. Actively communicate with home or business with service to be offline during installation to avert backups, overflows, spills, or any other incidents that cause property damage.
- C. The contractor shall make personal contact with the occupants of any home or business which cannot be reconnected within the time stated in the written notice.

The Contractor shall be fully liable for all cleanup costs and any damages to the property resulting from sewer backups caused by the Contractor's lack of public notification and communication.

### **7-20.7(2) CCTV (Closed Circuit Television) Inspection**

This specification covers the basic requirements for interior inspection of sanitary sewer main with a remotely controlled CCTV (Closed Circuit Television) camera for pipe repair sites.

#### **7-20.7(2)A Contractor Submittals**

CCTV Inspection submittals shall include:

1. For each pipe to be repaired: Pre- and post-installation CCTV, and re-installation if required, inspection video files and Inspection Log reports shall be submitted on a thumb drive or external drive. The video file format for all CCTV inspections submitted for the project shall be MPEG. No other file formats will be accepted unless approved by the engineer.
2. A current NASSCO PACP certification of the CCTV operator for the project. CCTV Inspection shall follow NASSCO PACP standards. The contractor is responsible for adhering to PACP standards, some basic requirements of which include the following:
  - Continuous Display – The size and position of the data display shall be such as not to interfere with the main subject of the picture and centered on the viewing screen with white lettering against a black background. During the survey of the pipe, the following minimum information shall be continually displayed:



- Date of Inspection
  - Pipe structure asset number
  - Upstream and downstream manhole asset numbers
  - Pipe dimension in inches
  - Normal (upstream to downstream) or reverse (downstream to upstream) survey direction
  - Current distance along the mainline Section
- Image
  - Color
  - Minimum resolution: 720 x 480
  - Minimum bitrate: 128 kb/s
- Video
  - The video of each single segment of pipe shall be continuous between structures.
  - The video shall pause forward movement, and inspect and identify each relevant defect in the pipe segment. All continuous defects shall incorporate a start and finish abbreviation in the log report.
- Audio
  - Date of Inspection
  - Verbal confirmation of upstream and downstream manhole asset numbers
  - Verbal description of pipe size and material
  - Verbal description of setup (Normal or Reverse Flow)
  - Verbal description and location of defects (if any)
  - Verbal description and location of lateral connections (if any)
- The Inspection Log Report shall be in PDF format and include the following information
  - Date of Inspection
  - Upstream and downstream manhole asset numbers
  - Street Location
  - Setup (Normal or Reverse Flow)
  - Pipe Size and Material
  - Location and Description of defects with photographs of each defect
  - Confirmation of ability or inability to rehabilitate the subject sanitary sewer main segment
  - The post-work NASSCO rating of the repaired/replaced pipe

#### **7-20.7(2)B      *Equipment***

- **Camera Equipment**

The camera shall be a 360-degree radial view color television camera (also known as “pan and tilt”) with a mechanical footage counter calibrated to indicate video footage consistent with the distance traveled in the pipe. The footage shall be zeroed at the centerline structure (maintenance hole, vault, etc.) where the video begins and footage shall increase as it travels forward, and decrease when backward camera movement is required. The footage shall be displayed on the video recording and be mentioned in the audio portion (see “audio commentary on recording”). Correct adjustment of the recording apparatus and monitor shall be demonstrated by use of the test video or other device approved by the Engineer. Satisfactory performance of the camera shall be demonstrated by the recording of the appropriate test device at the commencement of each day for a minimum period of 30 seconds (over a minimum of fifteen feet).

- **Light Source**

The camera shall have a light source providing adequate illumination to clearly identify invert, crown, joints, sides, connections, defects in the pipe, and infiltration/exfiltration. Illumination shall be capable of providing adequate illumination to at least 15 feet in front of the camera.

- **Camera Travel in the Pipe**

All sanitary sewer main inspections shall be from the downstream MH (DSMH) to the upstream MH (USMH). The camera shall be positioned to reduce the risk of picture distortion. In circular pipes the camera lens head shall be positioned centrally within the pipe. The camera shall travel along the pipe invert to provide the best view of the crown, invert, connections, and sides of the pipe, and shall travel at a speed no faster than 25 feet per minute.

- **Audio Commentary**

Audio commentary on recording shall be objective and shall be based on NASSCO PACP-defined assessment conditions. Audio shall be intelligible and shall be as free from interference and background noise as can reasonably be done. Subjective comments (such as “the fault of”, “caused by”, and opinion etc.) shall not be used. The comment shall include the footage location of the comment, each connection, the starting and ending structure, indicated defects, areas of infiltration/exfiltration, open joints, outfall, and other features as may be necessary.

### **7-20.7(3)      *Preparation Prior to Installation***

The Contractor shall make all necessary provisions to ensure service conditions and structural conditions of the host pipe are suitable for installation and warranty of the liner. The provisions shall include, but are not limited to cleaning, pre-installation CCTV inspection, removal of obstruction in the pipeline, correct structure defects, chemical grout injection, and temporary sewer system bypass pumping. The Contractor shall submit field documentation, CCTV footage, and field records as specified herein.

#### **7-20.7(3)A      *Pipe and Site Verification***

Prior to ordering the materials for CIPP, the Contractor shall confirm the length and inside minimum and maximum diameter of the pipe. The Contractor shall also confirm that there is adequate access to the pipe to be lined and an adequate staging area.

#### **7-20.7(3)B      *Remote Cut Protruding Objects in the Pipeline***

The Contractor shall confirm the locations of all protruding lateral pipes or objects. The contractor shall remove the protruding portion of the lateral/objects.

1. Protruding lateral service pipes or objects shall be removed by the contractor to a point approximately flush with the inside surface of the pipe and will not affect the ability of the contractor to adequately line the pipe as outlined in this section.
2. The contractor shall utilize a remote-controlled cutting device, monitored by a video TV camera to remove the protruding lateral pipes or objects. The surface of the lateral pipes shall be prepared to allow the CIPP installation to form a watertight seal.
3. Material removed by the contractor during protruding lateral pipe removal greater than a #8 sieve shall be recovered and collected by the contractor at the downstream manhole. All material, manpower, equipment, or other costs incurred by the Contracting Agency to remove material introduced to the system by the contractor will be at the contractor's expense.
4. No additional payment will be made for excavations for the purpose of repairing the main or lateral service pipe resulting from the Contractor's work and the Contractor will be responsible for all the costs and liability associated with such excavation and restoration work.
5. Prior to beginning installation of CIPP, the contractor shall provide a CCTV inspection video to the engineer for review of each protruding lateral pipe or object removed. The inspection shall meet the requirements of Section 7-20.7(2).

### **7-20.7(3)C      *Cleaning***

The Contractor shall evaluate the pipe condition prior to cleaning and proceed with a cleaning method as approved by the Engineer.

The existing pipeline shall be thoroughly cleaned prior to the beginning of the CIPP lining work per the manufacturer's or Assembler's requirements. Post cleaning CCTV shall be provided to the Engineer for approval. The Contractor shall remove all sediment, debris, and other materials from the host pipe, including roots, mineral deposits, rolled gaskets, or other objects protruding into the pipe, and allow access internally with a remote-control cutter. The cleaning shall remove all internal debris from the sewer main that will interfere with the installation of CIPP. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. All material greater than a #8 sieve size will be collected at the downstream manhole.

Precautions shall be taken to ensure that the cleaning operations will NOT cause any:

1. Damage to the host pipe,
2. Damage or flooding to public and/or private property,
3. Debris and roots flushed into the downstream sanitary sewer system.

If the pipe becomes damaged during cleaning, it will be the Contractor's responsibility to repair the damaged pipe at no cost to the owner.

### **7-20.7(3)D      *CCTV Pre-Installation Inspection***

After cleaning and prior to liner installation, the Contractor shall conduct a CCTV inspection of the entire pipeline length to ensure the pipe is clean, to confirm the location and limits of each pipe repair, and to verify the host pipe conditions are acceptable for lining. The inspection shall meet the requirements of Section 7-20.7(2). If the contractor fails to CCTV the pipe prior to the start of the installation, the Contractor will be responsible for any additional work needed to adequately rehabilitate the pipe.

The Contractor shall submit a confirmation of the length of CIPP and confirmation of the existing pipe diameter upon completion of initial cleaning and inspection. Any costs associated with incorrect material orders placed prior to field confirmation by the Contractor shall be the Contractor's expense.

The interior of the pipe shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the liner, and it shall be noted so that the condition(s) can be corrected. The Contractor shall submit a written "Tabulation of Pipe Sections" prior to CIPP installation. This tabulation shall identify:

1. Line identification corresponding to Bid Schedule Start and end point of contractor-identified repair section (if any) that references distance from the Sanitary Sewer Manhole at the end or beginning of the line and reason for repair required.
2. Note any barrier lining, special conditions, or repairs that need to be accounted for in the installation work plan.

As part of the Pre-CCTV Inspection, the Contractor shall locate and inspect laterals to verify the locations and feasibility of liner installation and lateral connection restoration. If the contractor determines that the pipe is not acceptable for lining the Contractor shall notify the Engineer for further direction.

### **7-20.7(3)E      *Removal of Pipe Obstruction by Spot Repairs***

The Contractor shall perform removal of pipe obstructions by spot repairs in accordance with the terms outlined herein when an existing defect or obstruction prevents the pipe from being lined as per the Engineer's requirements. Three (3) defects requiring spot repair have been identified in the pre-bid CCTV video documentation (included in Appendix C) and are specified on the plan sheets of this contract. The

scope of the repairs encompasses section measuring less than 5 ft in length and approximately 8 ft to 13 ft in depth. The quantity of spot repair has been provided solely to allow for common basis for bidder on "Removal of Pipe Obstruction by Spot Repairs" bid item. The quantity may be increased or reduced and is dependent upon the agreed-upon quantity of required spot repair, as approved by the Project Engineer.

The Contractor shall submit a report detailing the findings of the pre-installation CCTV inspection, which shall include all damaged or deformed sections of the existing pipe proposed for CIPP (Cured-in-Place Pipe) lining. The report shall specify the exact locations of the pipe where deformation or damage is such that it necessitates a repair, either through external patching or complete removal and replacement, prior to the installation of the CIPP liner, to ensure the success of the lining work.

If the pre-installation inspection reveals an obstruction, misalignment, broken or collapsed section, or sag that was not identified in the original scope of work, and which will impede the proper installation of the CIPP liner, the Engineer may direct the Contractor to correct the issue(s) prior to proceeding with the lining. Such corrections shall be made using spot repair methods, and the work will be compensated under Unscheduled Spot Repair Bid Item in this section.

The Contractor shall employ methods and take all reasonable precautions to minimize the extent of excavation and disturbance to existing pavement areas and pipe segments during the completion of necessary pipe repairs and/or segment removal and replacement. All trenching and bedding shall conform to CK-S.01 and COK Preapproved Plan Sanitary Sewer Notes Design Criteria VIII.D. Any excavation or disturbance to existing pavement areas shall be resurfaced in accordance with CK-R.12 and Section 5-04 of the specifications.

If a spot repair requires a lateral replacement, cut and section the pipe and install a Tee/Wye and Nipple(s) with ROMAC RX 501 coupling or an equivalent product per Preapproved Plan CK-S.19A. All main pipe connection joints shall be reconnected using rigid coupling with MAXADAPTOR COUPLING MAX SERIES – MAX 6 Oversize, or an equivalent product. The Engineer shall authorize all existing pipe repair work based on individual plans and proposals submitted for each repair site. No payment will be made for any existing pipe repairs that have not been explicitly authorized by the Engineer in advance.

#### **7-20.7(3)F      *Removal of Hanging Pipe Gasket***

The Contractor shall remove any part of the existing pipe gaskets that protrude within the main pipe to be lined to facilitate the successful installation of the CIPP.

1. Hanging gaskets shall be removed by the Contractor to a point approximately flush with the inside surface of the pipe to be lined with CIPP.
2. The Contractor shall utilize a remote-controlled cutting device, monitored by a CCTV to remove the hanging gasket. The surface of the remaining pipe shall be smooth enough to allow CIPP to be installed to form a watertight seal.
3. Material removed by the contractor during hanging pipe gasket removal shall be recovered and collected by the contractor at the downstream manhole. All material, manpower, equipment, or other costs incurred by the Contracting Agency to remove material introduced to the system by the contractor will be at the Contractor's expense.
4. No additional payment will be made for excavations for the purpose of repairing the main or lateral service pipe resulting from the Contractor's work and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
5. Prior to beginning the installation of CIPP, the contractor shall provide a CCTV inspection to the engineer for review of each hanging gasket removed. The inspection shall meet the requirements of Section 7-20.7(2).

#### **7-20.7(3)G      *Removal of Obstructions to Access***

At the contractor's option, obstructions that limit access to the pipe to be lined can be removed. These obstructions can be sanitary sewer pipe ends protruding within the catch manhole, frames/risers that are offset or rotated in relation to the pipe, or any portion of a structure or other existing feature requiring

removal for CIPP access. Protruding sanitary sewer pipes to be removed shall be cut/ground the minimum amount needed to allow CIPP access to the targeted pipe and then grouted between the pipe wall and structure to prevent groundwater infiltration. The Contractor shall be responsible for restoring any facilities (sewer structures, paving, curb and gutter, sidewalk, landscaping, etc.) removed or damaged during removal of obstructions to access.

#### **7-20.7(4)      *Temporary Sanitary Sewer System Bypass Pumping***

This section specifies the basic requirements for installing and maintaining a temporary sanitary sewer bypassing pumping system while rehabilitating the sanitary sewer main.

The contractor shall submit a Temporary Sanitary Sewer System Bypass Pumping Plan 2 weeks before the implementation of the temporary sewer bypass. The plan should include an emergency response plan to be followed in the event of a failure of the bypass system. The Engineer's review shall not relieve the Contractor of its responsibilities or any public liability for spills under this contract.

##### **7-20.7(4)A      *Construction Requirement***

1. The Contractor shall be responsible for designing, providing, installing, and operating equipment to implement adequate flow bypass systems around the area of work.
2. The Contractor shall at all times manage sanitary sewer flows in a manner that averts backups, overflows, spills, or any other incident that harms the environment or causes property damage.
3. The contractor shall provide all aspects of the bypass system, including power, primary and standby pumps, appurtenances, and bypass piping necessary to maintain existing flows and services at the required distances and against the required elevation head. Pumps used for the temporary sewer bypass shall be capable of passing solids and other materials typically found in wastewater flows.
4. Unless authorized in advance by the Inspector, temporary mechanical flow bypassing equipment (pumps) shall only be in operation during periods when the Contractor is present on the work site. Should bypassing equipment be required to operate overnight on a weekend, or outside of the hours of 9:00 p.m. and 7:00 am on weekdays and 6:00 p.m. and 9:00 a.m. on weekends a noise variance permit is required pursuant to KMC 115.25.
5. The Contractor shall designate a person to oversee the pumps during their operation. This person shall be on-site at all times while the temporary sewer bypass is occurring and shall continually monitor the pump operation. The individual shall be familiar with the operation of the pumps and shall be capable of switching between pumps if necessary, refueling the pumps, etc.
6. The Contractor shall take all necessary precautions, including diligent monitoring of the temporary sanitary sewer bypass system, to ensure that no private residences or properties are subjected to water damage and that permit conditions are met. The Contractor shall be liable for all cleanup, damages, and resultant fines in the event of damage resulting from the temporary bypass failure.
7. The Contractor shall take all necessary precautions to prevent an uncontrolled spill of untreated wastewater or discharge to the waters of the State. Should a spill or discharge occur as a direct result of the Contractor's actions, the Contractor shall be responsible for all clean-up, restoration, and fines or penalties incurred from regulating authorities as a result of the spill or discharge.
8. Once work is complete and the bypass is no longer needed, the contractor shall remove all bypass components (including temporary open channel/ditch protection) and restore all areas to match existing conditions or better.

##### **7-20.7(5)      *CIPP Installation***

The Contractor shall protect all manholes to withstand forces generated by the equipment while installing the liner.

The Contractor shall implement measures to prevent any uncured resin loss, including resin entering the downstream Sewer system, dripping on the ground, or seeping into the soil around the pipe. These

measures shall be reviewed and approved by the Engineer as part of the SPCC prior to the installation of the CIPP liner. At a minimum, these measures shall include using impermeable sheeting to temporarily isolate sanitary sewer structures immediately upstream and downstream of the pipe prior to CIPP liner insertion in order to capture any possible raw resin-infused spillage during installation.

CIPP installation shall be in accordance with ASTM F1216, ASTM F1743, and ASTM F2019 and per specification herein.

#### **7-20.7(5)A      *Resin Impregnation***

1. Vacuum impregnate the liner fabric with resin under controlled conditions. To ensure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After the vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the installer uses an alternative method of resin impregnation, the method must produce the same results, be a proven method, and be subject to approval by the Engineer.
2. "Wet out" of the liner fabric on the project site will not be allowed.
3. Use a volume of resin sufficient to fill all voids in the tube material at nominal thickness and diameter. Volume shall be adjusted for the change in resin due to polymerization and to allow for any migration of resin into the cracks and joints of the host pipe, per the Manufacturer's or Assembler's recommendations.
4. The resin-impregnated tube shall be stored in such a manner that it will not be damaged, exposed to direct sunlight, exposed to any curing environment, or result in a public safety hazard. All materials shall be subject to inspection and review prior to installation.
5. Resins that exceed shelf life shall not be used and shall be disposed of in compliance with local, state, and Federal law.

#### **7-20.7(5)B      *Chemical Grout Injection***

Where pre-installation CCTV identifies active infiltration defined as a runner (grade M4) or gusher (grade M5) consistent with NASSCO PACP guidelines, and at locations specified in the Contract, the Contractor shall complete chemical grout injection using a remote-controlled packer injection system prior to installing the CIPP liner. Chemical grout injection may be required at pipe cracks, joints, or service line connections.

After grouting is complete, the pipe interior shall have a smooth finish; no grout protrusions into the piping will be allowed for the finished product prior to lining. The contractor shall clean the pipe post-grout injection to remove excess grout prior to installing the CIPP liner. Contractor shall CCTV pipe after grout injection and cleaning is completed to verify conditions are acceptable prior to installing the CIPP liner.

Actual need and locations for chemical grouting will be confirmed as part of the contractor's pre-installation CCTV inspection.

#### **7-20.7(5)C      *Liner Installation***

1. The wet-out shall be positioned in the pipeline using either:
  - a. Inversion Method per ASTM F1216, or
  - b. Pull/Winch Method per ASTM F1743 and ASTM F2019.
2. If pulled into place, a power winch should be utilized, and care should be exercised not to damage the tube as a result of pull-in friction.

3. The Tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
4. The Tube shall be made to form to the channel through manholes to the greatest extent possible, to minimize friction and catch points and ensure a smooth transition through manholes.
5. Existing Sanitary Sewer to be lined may be located on steep slopes the impact of the slope and grade change shall be accounted for in the design and installation of the liner.
6. Before Curing, the Contractor must install hydrophilic end seals at both ends of each lined segment within 2 feet of the manhole. The seal shall be installed to serve as a water stop between the host pipe and the CIPP liner.

**7-20.7(5)D      *Curing Using Water, Air, or Steam***

1. After the placement of the liner is complete, provide a suitable heat source and distribution equipment. The equipment shall be capable of circulating hot water, air, and/or steam throughout the lined section under pressure in accordance with the Manufacturer's or Assembler's recommendations to raise the temperature uniformly above the temperature required to affect a resin cure. This temperature shall be determined by the Manufacturer or Assembler based on the resin/hardener system employed.
2. The heat source shall be fitted with continuous monitoring thermocouples to measure and record the temperature of the incoming and outgoing water, steam, and/or air supply. Water, steam, or air temperature during the cure period shall meet the requirements of the resin Manufacturer or Assembler as measured and recorded at the head source inflow and outflow return lines.
3. Provide standby equipment to maintain the heat source supply. The temperature during the cure shall not be less than the minimum allowable per the Manufacturer's requirements at the boundary between the pipe wall and the liner unless otherwise directed by the Manufacturer or Assembler to meet resin system requirements.
4. Temperature shall be maintained during the curing period as recommended by the resin Manufacturer or Assembler and shall follow the heating schedule supplied by the Manufacturer or Assembler.
5. A data logger shall record temperature, pressure, and time during activation, heating, and curing.
6. Under no circumstances shall the circulating hot water, air, and/or steam from the lined section be dumped onto the ground surface or streets; or into catch basins, manholes, or storm drains. The contractor shall collect and properly dispose of the curing condensate off-site and provide documentation from the receiving facility that the curing condensate was properly disposed of.

**7-20.7(5)E      *Curing Using Ultraviolet (UV) Light***

1. Assemble multi-lamp ultraviolet light curing assembly (UV curing assembly) according to the Manufacturer's recommendations for the sewer pipe and liner diameter. Ultraviolet (UV) curing lights will be tuned or optimized to the photo initiator system of the resin. Provide quantity and strength of UV lamps per manufacturer's recommendation. UV lamps will not exceed 80% of logged hours of usage of the manufacturer's stated usage rate. UV curing assembly will have a minimum of one CCTV camera and sensors to record temperature and pressure during the curing process.
2. While maintaining sufficient air pressure to inflate the impregnated fiberglass liner, insert multi-lamp ultraviolet light curing assembly (UV curing assembly) in order to draw the curing mechanism through the impregnated liner. Unless approved by the Engineer, do not pull the UV light train in a downstream direction during the curing process.
3. UV curing assembly will travel through the impregnated fiberglass liner at a pre-determined speed to allow polymerization of the resin as recommended by the manufacturer.
4. The Contractor shall follow the Supplier's post-curing instructions prior to relieving the air pressure of the liner.

5. The Contractor shall document a UV curing report and submit a file copy to the Engineer for each pipe. This sheet will contain, but not be limited to, the following:
  - a. Date of Installation
  - b. Site number(s) and address
  - c. The curing method used (i.e. UV).
  - d. Time and rate of travel for UV curing process
  - e. Pressure and temperature readings
  - f. Number of lamps in operation on UV curing assembly
  - g. Time of installation from start to finish.

**7-20.7(5)F      Cool Down**

1. Cool the liner down to the temperature specified by the Manufacturer or Assembler following the cure period for the duration specified by the Manufacturer or Assembler prior to relieving the static head.
2. Care shall be taken to ensure that a vacuum is not induced which could damage the new CIPP during the release of the head on the new CIPP.
3. A data logger shall record temperature, pressure, and time during cool down.

**7-20.7(5)G      Rinse**

1. The Contractor shall not release styrene to the Water of the State. Unless the Contractor demonstrates that the maximum release of styrene from a newly installed CIPP lining is less than 0.1 mg/L, the Contractor shall rinse the entire cured lined pipe by water jetting (1 pass) with potable water. The rinse water shall be captured and properly disposed of to approved locations.
2. Discharging rinse water to the storm sewer will require prior approval from the City of Kirkland and a King County Industrial Wastewater Discharge Approval. The contractor shall begin the approval process following the award of the contract to allow sufficient time to obtain approval prior to construction if the Contractor plans to discharge to the storm sewer system.
3. Rinsing the CIPP lining shall occur prior to the post-installation CCTV inspection.

**7-20.7(5)H      Sealing CIPP-Lined Pipe Ends**

1. Cut and remove the CIPP liner that resides within the sanitary sewer structure (manholes.)
2. The end of CIPP liner shall have a neat cut that is flush to match the end profile of the host pipe.
3. Use non-shrink cementitious grout material as recommended by the CIPP manufacturer that conforms to ASTM C1107 to seal the pipe ends. No water shall be able to migrate between the CIPP and the host pipe; otherwise, the CIPP shall be considered defective and shall be repaired or replaced at the Contractor's expense.

**7-20.7(5)I      Restore Lateral Connection**

1. Lateral connections shall be restored to 100% of the original pipe diameter as soon as possible after completion of the CIPP lining of the sanitary sewer main pipe. The connection between the main and the lateral should be free from burrs and with a smooth and crack-free edge.
2. Reinstating lateral connections shall occur utilizing a remote-controlled cutting device monitored by a video TV camera, and shall not include excavation. The Contractor shall have a minimum of 2 complete working cutters on site before each CIPP installation and shall maintain spare parts for the cutters on site.
3. The materials, construction requirements, and installation for "Restore Lateral Connection" shall meet the requirements of this section and shall be compatible with the materials and methods used to construct the CIPP liner for sanitary sewer main pipes.
4. The CIPP will be made flush with the invert of the lateral. The opening, when complete, will be smooth with no rough edges that could cause debris to collect and cause future blockages.
5. The Contractor shall ensure that no damage to the laterals occurs as a result of the lateral opening. If the lateral opening cutter damages the lateral, the contractor will repair it as approved



by the Engineer. Repair of damage done to lateral connections will be per the approved repair plan at no additional cost to the City.

6. Following lateral restoration, the Contractor shall remove all shavings and debris resulting from the reinstatement operations. All material greater than a #8 sieve will be recovered by the Contractor at the downstream manhole where it is cut and collected by the Contractor. All material, manpower, equipment, or other costs incurred by the Contracting agency to remove material or repair damage caused by the misplacement of the robotic cutter will be at the contractor's expense at no cost to the City.
7. No additional payment will be made for excavations to reopen the connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
8. The lateral connection is complete when the lateral is reconnected to allow full flow from the lateral into the main and CCTV inspection reveals no defects.

The Contractor shall be fully liable for all cleanup costs and any damages to the property resulting from sewer backups caused by the Contractor's failure to properly restore the lateral and reinstate service following the completion of CIPP Lining.

#### **7-20.7(6)      *Post-Installation***

The contractor should conduct testing and Post-CCTV Inspection upon completion of installation of each pipe segment.

#### **7-20.7(6)A      *Testing***

##### **Material Testing:**

The physical properties of the installed CIPP shall be verified through field sampling and laboratory testing. All field samples should be tested with the result provided by a registered, independent, third-party testing laboratory. All costs associated with testing shall be incidental to the CIPP installation at no cost to the City. If properties tested do not meet minimum requirements, the CIPP shall be repaired or replaced by the Contractor, at no additional cost to the City.

1. CIPP Field Samples and tests – Samples for this project shall be either restrained samples or flat plate samples made and tested as described in Sections 7 and 8 of ASTM D5813. Flat plate samples are allowed if restrained samples cannot be removed through the manhole.
2. Each sample taken for testing shall be identified with the following minimum information:
  - a. Sample date
  - b. City & State sample was taken
  - c. Start and end structure
  - d. Location sample was taken
3. Collection and testing of 1 sample per wet-out section or crate of liner is required.
4. The flexural properties of samples must meet or exceed the values listed in the 7-20.6(3) Table 1 or cited in product data and used in the design of the minimum CIPP wall thickness.
5. The wall thickness of samples shall be determined as described in paragraph 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5 % of the calculated design thickness and the average wall thickness will not be less than the submitted calculated minimum required wall thickness.

#### **7-20.7(6)B      *Post-Installation CCTV Inspection***

The Contractor shall CCTV each segment of pipe after installation and submit the record for the approval of the Engineer. The Engineer will review the recordings to determine if CIP installation is acceptable. All defects discovered during the Post-installation CCTV inspection shall be corrected by the Contractor at

no cost to the Contracting Agency. After the defects, if any, are corrected, the affected segments shall be re-inspected using CCTV.

The post-installation CCTV inspection video files and Inspection Log reports shall meet the requirements of Section 7-20.7(2).

#### **7-20.7(7) Odor Control Response**

If the Owner or Contractor receives a public complaint regarding styrene emissions or other construction-related odors, the Contractor shall immediately coordinate with the Engineer to implement the Odor Control Response to minimize project-related odors. Specific measures to address odor complaints may include ventilating upstream and downstream manholes; using pressure cleaners, fans, or other measures to reduce or eliminate styrene odors; and other industry standard practices that may minimize project-related odors.

For CIPP locations that are adjacent to schools, playgrounds, residences, or other locations where construction-related odors may pose a concern, the Contractor shall consider the timing of liner installation in a manner intended to minimize odor concerns.

#### **7-20.8 Quality Assurance**

The Manufacturer of Assembler shall provide the following:

- List of inspection items that should be observed and recorded. Inspection items include pre-installation activities, product identification, installation procedures, equipment operations, and post-installation activities.
- Review all post-installation closed-circuit television video (CCTV) inspections of the installed liner.
- Operations and maintenance information, including a list of best practices (and prohibited practices, if relevant) to maximize the functional lifespan of the installed liner.
- The Engineer shall be given full access to inspect wet-out procedures.

The finished CIPP liner shall be continuous over the entire length of an insertion segment between the upstream and downstream manholes and shall be free from the defects as defined in the latest edition of NASSCO PACP including:

1. Deformations (not identified in the Contractor's pre-installation CCTV) greater than 5% of the pipe diameter
2. Collapse.
3. Abandoned Connection of active laterals.
4. Annular space between the liner and host pipe.
5. Blistered lining
6. Shifted service cut for lateral
7. Detached liner from host pipe
8. Discolored lining
9. Defective ends of the liner
10. Delamination of the liner
11. Overcut service for lateral
12. Resin Slugs in liner
13. Undercut service for lateral
14. Wrinkled liner, with wrinkles and/or fins greater than 5% of the pipe diameter
15. Surface Damage, including but not limited to gouges, tears etc.
16. Holes, including but not limited to pinholes, gouges etc.
17. Other discontinuities in the CIPP liner which exceed ½ inch in height.
18. Indications that the liner might not be fully cured

If a defect in the lining is found in post-installation CCTV or sampling test results fail to meet standard requirement should be removed and repaired by the Contractor at no cost to the City. Methods of repair to correct any CIPP liner defects will be in accordance with the Contractor's approved Repair Plan.

#### **7-20.9 Warranty**

The Contractor shall warrant each sanitary main lined with the specified product against defects in materials, surface preparation, lining application, and workmanship for a period of 12 months from the date of final acceptance of the project. The Contractor shall, within one month of written notice thereof, repair defects in materials or workmanship that may develop during said 12-month period.

Defects shall include but are not limited to: visible leakage of groundwater through the CIPP system, delamination of any portion of the CIPP system as visible from CCTV inspection, or separation of any part of the CIPP system from the host pipe to the extent that the CIPP system inside diameter in the separated area is 90 percent or less of the completed CIPP system inside diameter. The Contractor shall also repair any damage to other work; damage to sanitary sewer system components, damages to buildings, houses or environmental damage caused by the backup of the sanitary sewer because of the failure of the lining system; or repairing of the same; at the expense of the Contractor; and without cost to the City.

Repairs shall include removal of the existing liner and re-lining if possible, or excavation and replacement of the section of pipe where the defect occurs.

#### **7-20.10 Submittals**

Upon completing each CIPP installation and reinstating lateral connections the Contractor shall submit the following:

1. Post-installation CCTV inspection records in electronic format. The Engineer will review the recordings to determine if the CIPP installation is acceptable.
2. Construction Data:
  - a. Field data sheets (curing logs) showing pipe section, time, pressure, and temperature during activation, heating, curing, and cool down. Data shall be collected and recorded at a maximum of 15-minute intervals throughout the recommended curing time.
  - b. Wet-out logs describing the volume of resin impregnated into the Tube
3. Within 10 days after CIPP installation the contractor shall submit CIPP field sample test results from an independent third-party testing agency. Final payment for the project shall be withheld pending receipt and approval of the test results.
4. Manufacturer's or Assembler's certification that all manufacturer's or Assembler's wet-out recommendations have been followed. Provided at the end of the Project.

#### **7-20.11 Measurement**

"Sanitary Sewer CIPP 6-Inch Diam." Installation of the Cured-in-Place Pipe (CIPP) will be measured by the linear feet of the completed installation along the invert of the existing pipe from end-to-end. The following items shall be considered incidental to and included in the unit price of "Sanitary Sewer CIPP 6-inch Diam." and no specific unit of measurement or separate payment shall apply:

- All labor, materials, tools and equipment, testing, and other incidentals necessary to satisfactorily complete the work for this item as indicated in the Plans, Special Provision, and the Standard specification.
- Reinstall/restore all active laterals.
- Pre- and Post-installation CCTV inspection, recordings, and report including identification of recommended spot repair.
- Re-installation CCTV inspection for defect repairs.
- Tabulation of Pipe sections

- All submittals required by the specification herein
- Public notification
- Post installation rinse
- All shipping and testing of samples
- All materials and all labor, equipment, means and methods, curing, and incidental items necessary to fully install CIPP liner including end terminations at drainage structures
- Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work

“Removal of Pipe Obstruction by Spot Repair” will be measured by Each. The scope of the repairs should be less than 5 ft in length and approximately 8ft to 13 ft in depth. The confirmation and approval will be required by the Engineer for all pipe repairs that are to be completed prior to CIPP installation and said work – including, but not limited to all the labor; equipment, means & methods, and materials necessary for saw cutting, slurry removal and clean up, pavement removal, excavation and hauling, shoring and dewatering, pipe replacement or patch, trench backfill and placement with crushed surfacing base course including hauling, compaction of crushed surfacing base course and all other work necessary to repair the subgrade for the appropriate HMA pavement for the repaired section.

“Unscheduled Spot Repair”, will be measured by Force Account. If the pre-installation inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit the proper installation of the CIPP, the Contractor may be directed by the Engineer to correct the problem(s) prior to the lining by utilizing spot repair methods specified per this section. Unscheduled Pavement Repair will be paid for in the force account as specified in Section 1-09.6. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

“Remote Cut Protruding Object in the Pipeline” will be measured by Each.

“Temporary Sanitary Sewer Bypass” will be measured by lump sum.

“Odor Control Response” will be measured by Force Account.

#### **7-20.12          *Payment***

“Sanitary Sewer CIPP 6-inch Diam.”, Per Linear Foot.

“Removal of Pipe Obstruction by Spot Repair”, Each.

“Unscheduled Spot Repair”, Per Force Account.

“Remote Cut Protruding Object in the Pipeline”, Each.

“Temporary Sanitary Sewer Bypass”, Lump Sum.

“Odor Control Response”, Per Force Account.

## **END DIVISION 7**

# GSP DIVISION 8



## City of Kirkland

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## **DIVISION 8 – MISCELLANEOUS CONSTRUCTION**

No Division 8 Special Provisions.

**END OF DIVISION 8**

# GSP DIVISION 9



## City of Kirkland

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## DIVISION 9 – MATERIALS

### 9-03 AGGREGATES

#### 9-03.6 Vacant

Delete this Section and replace it with the following:

#### **9-03.6 Aggregates for Asphalt Treated Base (ATB)** (May 5, 2015 APWA GSP)

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

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev.	30% max.
Degradation Factor:	15 min.

##### **9-03.6(2) Grading**

Aggregates for asphalt treated base shall meet the following requirements for grading:

Sieve Size	Percent Passing
2"	100
1½"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

All percentages are by weight.

##### **9-03.6(3) Test Requirements**

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate):	93 @ 100 gyrations
AASHTO T324, WSDOT TM T718 or ASTM D3625:	Pass
(Acceptable anti-strip evaluation tests)	

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

**END OF DIVISION 9**



# PREVAILING WAGES



## City of Kirkland

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# PREVAILING WAGE RATES

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

Use 2025 rates  
(February 26, 2025)

King County

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

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

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

# **APPENDIX A:**

# **PROJECT PLANS**

*(REDUCED 11"x17")*



## **City of Kirkland**

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CITY OF KIRKLAND

WEST OF MARKET SEWERMAIN  
REHABILITATION PILOT PROJECT



FEBRUARY, 2025

JOB NO. 52-24-PW

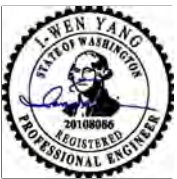
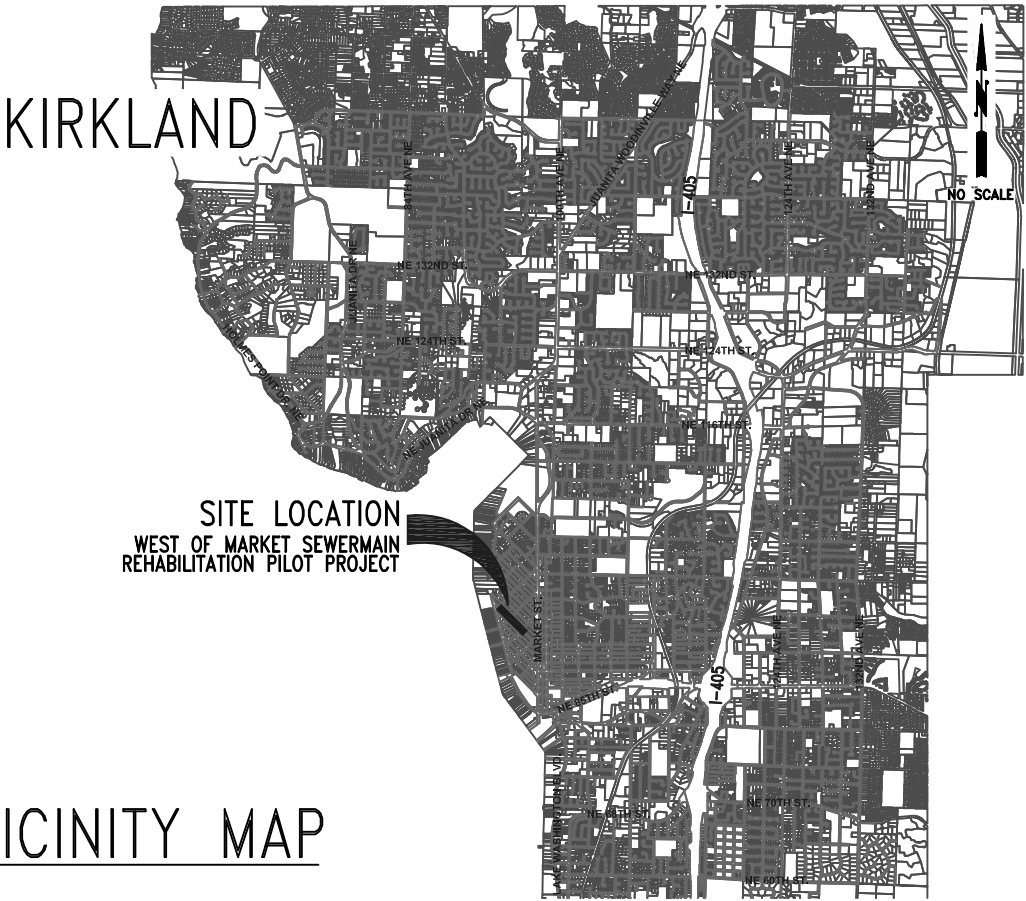
SSC0771010

CITY OFFICIALS

KELLI CURTIS	MAYOR
JAY ARNOLD	DEPUTY MAYOR
NEAL BLACK	COUNCIL MEMBER
PENNY SWEET	COUNCIL MEMBER
AMY FALCONE	COUNCIL MEMBER
JOHN TYMCZYSZYN	COUNCIL MEMBER
JON PASCAL	COUNCIL MEMBER
KURT TRIPLETT	CITY MANAGER
TRUC DEVER	PUBLIC WORKS DIRECTOR
GEORGE MINASSIAN, PE	INTERIM CAPITAL PROJECTS MANAGER

CONTACT PERSONNEL

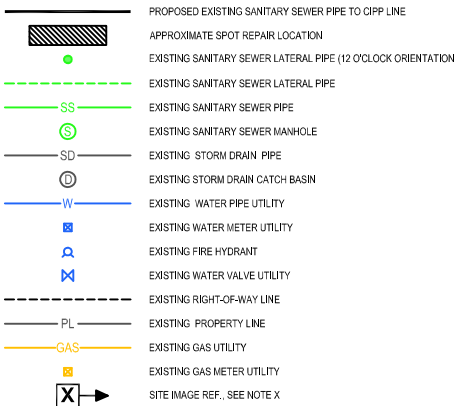
NAME	AGENCY	PHONE
BEN MAHONY	COK PROJECT ENGINEER	425.587.3248
I-WEN YANG, PE	COK PROJECT ENGINEER	425.587.3832
STEVE HOOPES	COK FIELD REPRESENTATIVE	425.623.5086
EVAN HEIMBUCH	COK FIELD REPRESENTATIVE	206.496.4265
NICK SONDERGAARD	COK FIELD REPRESENTATIVE	425.410.4606
CITY OF KIRKLAND	UTILITY O&M MANAGER	425.587.3900
CITY OF KIRKLAND	COK WATER & SEWER SUPERVISOR	425.587.3900
CITY OF KIRKLAND	COK STORM DRAINAGE SUPERVISOR	425.587.3900
CITY OF KIRKLAND	COK STREETS & GROUNDS MANAGER	425.587.3900
KIARA SKYE	PUGET SOUND ENERGY (GAS/ELEC.)	425.213.9205
RUSTY PERDIEU	ZAYO	706.889.6967
CHRIS COMBS	COMCAST CABLE	425.273.7832
CHERYL SCHNEIDER	ZIPLY FIBER	425.949.0230
SCOTT CHRISTENSON	VERIZON BUSINESS	425.471.1079
KEN McDOWELL	WOODINVILLE WATER DISTRICT	425.487.4104
DAVID FREEMAN	KING COUNTY METRO	425.477.1140
LAURA DEGOOYER	LAKE WASH. SCHOOL DISTRICT	425.936.1133
EMERGENCY	NORCOM	911
POLICE MAIN LINE	COK	425.587.3400
FIRE MAIN LINE	COK	425.864.3650
SPILL RESPONSE HOTLINE	COK	425.587.3900
ONE CALL UTILITY LOCATE		800.424.5555



INDEX OF DRAWINGS

SHEET	DWG.	DESCRIPTION
1	-	COVER SHEET
2	C0.01	LEGEND, NOTES, AND ABBREVIATIONS
3	C0.02	CITY OF KIRKLAND STANDARD PLAN NOTES
4	C1.01	MASTER KEY PLAN
5	C1.02	BOP STA 0+00 TO STA 2+50
6	C1.03	STA 2+50 TO STA 5+00
7	C1.04	STA 5+00 TO STA 7+50
8	C1.05	STA 7+50 TO STA 10+00
9	C1.06	STA 10+00 TO STA 12+50
10	C1.07	STA 12+50 TO EOP STA 13+35
11	C2.01	CITY OF KIRKLAND PRE-APPROVED PLANS

## LEGEND



## ABBREVIATIONS

AC	ASPHALT CONCRETE PAVEMENT	ESD	ENTERING SIGHT DISTANCE	PVI	POINT OF VERTICAL INTERSECTION
AP	ANGLE POINT	ESMT.	EASEMENT	PUE	PUBLIC UTILITY EASEMENT
ATB	ASPHALT TREATED BASE	EVA	EMERGENCY VEHICLE ACCESS	REQ'D	REQUIRED
AVE	AVENUE	EXIST.	EXISTING	ROW	RIGHT-OF-WAY
BCR	BEGIN CURB RETURN	FL	FLOW LINE	RT	RIGHT
BOC	BACK OF CURB	FL.	FLANGE	S	SOUTH
CL	CENTERLINE	FOC	FACE OF CURB	SD	STORM DRAIN
CB	CATCH BASIN	HORIZ	HORIZONTAL	SDCB	STORM DRAIN CATCH BASIN
CDF	CONTROLLED DENSITY FILL	IE	INVERT ELEVATION	SP	SPACE
CMP	CORRUGATED METAL PIPE	INT	INTERSECTION	SS	SANITARY SEWER
CONC.	CONCRETE	LCPE	LINE CORRUGATED POLYETHYLENE PIPE	SSD	STOPPING SIGHT DISTANCE
CONN.	CONNECTION	LF	LINEAL FEET	SSMH	SANITARY SEWER MANHOLE
CONT.	CONTINUOUS	LUI	LAND USE INSPECTOR	STA	STATION
COK	CITY OF KIRKLAND	MAX.	MAXIMUM	TESC	TEMPORARY EROSION AND SEDIMENT
CIPP	CURED-IN-PLACE PIPE	MDRT	MAJOR DEVELOPMENT REVIEW TEAM		CONTROL
CPP	CORRUGATED POLYETHYLENE PIPE	MH	MANHOLE	TOC	TOP OF CURB
CSBC	CRUSHED SURFACING BASE COURSE	MIN.	MINIMUM	TYP.	TYPICAL
CSTC	CRUSHED SURFACING TOP COURSE	MJ	MECHANICAL JOINT	TBW	TOP BACK OF WALK
DIA.	DIAMETER	N	NORTH	TOW	TOP OF WALL
DI	DUCTILE IRON	NIC	NOT IN CONTRACT	UNO	UNLESS NOTED
DW	DRIVEWAY	O.C.	ON CENTER	VERT.	VERTICAL
E	EAST	PC	POINT OF CURVATURE	WSDOT	WASHINGTON DEPT. OF
ECR	END CURB RETURN	PE	PLAIN END		TRANSPORTATION
EL.	ELEVATION	PI	POINT OF INTERSECTION	W/	WITH
EOP	EDGE OF PAVEMENT	PL	PLACE	W	WEST
ESC	EROSION AND SEDIMENT CONTROL	PT	POINT OF TANGENCY	WS	WATER SERVICE

## GENERAL PROJECT NOTES

1. ALL WORKMANSHIP, METHODS, MATERIALS AND MATERIALS FOR THIS PROJECT SHALL CONFORM TO THE 2024 EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION AS PRODUCED BY WSDOT AND THE WASHINGTON STATE CHAPTER OF THE APWA; APPLICABLE CITY OF KIRKLAND MUNICIPAL CODE AND PUBLIC WORKS AND DEVELOPMENT STANDARDS; APPLICABLE KING COUNTY CODE AND PUBLIC WORKS AND DEVELOPMENT STANDARDS; AND ANY SPECIAL PROVISIONS PROVIDED BY THESE PLANS OR OTHER CONTRACT DOCUMENTS FOR THE PROJECT.
2. EXISTING UTILITIES ARE SHOWN IN THESE PLANS PER THE LATEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES AND RELATED SURFACE FEATURES WITHIN THE PROJECT AREA AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES WITH THE PLAN INFORMATION PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL, AT MINIMUM, CONTACT THE UNDERGROUND UTILITIES LOCATE CENTER (1-800-424-5555) TO HAVE UTILITIES VERIFIED ON THE GROUND PRIOR TO CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ENSURING THAT THE UTILITY LOCATES ARE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGING ANY UTILITIES. IF CONFLICTS ARISE DURING CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE CITY CONSTRUCTION INSPECTOR. ANY REQUIRED CHANGES MUST BE APPROVED BY THE ENGINEER BEFORE PROCEEDING WITH THE RELATED WORK.
3. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED, OR OTHERWISE STABILIZED, TO THE SATISFACTION OF THE CITY OF KIRKLAND DEPARTMENT OF PUBLIC WORKS TO PREVENT ANY ON-SITE EROSION FOLLOWING THE COMPLETION OF THE PROJECT.
4. FOR STREETS DESIGNATED AS ARTERIALS OR COLLECTORS, BACKFILL FOR CROSSINGS SHALL BE CDF. CUTS INTO THE EXISTING ASPHALT SHOULD BE MADE WITH A NEAT, CONTINUOUS LINE USING A SAW OR JACKHAMMER. A TEMPORARY COLD MIX PATCH MUST BE APPLIED IMMEDIATELY AFTER BACKFILLING AND COMPACTION. A PERMANENT HOT MIX PATCH MUST BE INSTALLED WITHIN 30 DAYS, WITH A THICKNESS OF AT LEAST 1 INCH GREATER THAN THE ORIGINAL ASPHALT, AND A MINIMUM THICKNESS OF 2 INCHES.
5. WHEN REQUIRED, ALL PIPES, MANHOLES, CATCH BASINS, AND APPURTENANCES SHALL BE INSTALLED ON A PROPERLY PREPARED FOUNDATION IN ACCORDANCE WITH THE CURRENT WSDOT STANDARD SPECIFICATIONS. THIS INCLUDES LEVELING THE TRENCH BOTTOM OR FOUNDATION MATERIAL, AND PLACING AND COMPACTING THE REQUIRED BEDDING MATERIAL TO ENSURE THE LENGTH OF THE PIPE IS SUPPORTED ON A UNIFORM, DENSE, AND STABLE BASE. OPEN CUT ROAD CROSSINGS FOR UTILITY TRENCHES SHALL BE BACKFILLED PER COK STANDARD PLAN CK-D.02 FOR STORM SEWER AND CK-S.01 FOR SANITARY SEWER. TRENCH BACKFILL SHALL BE COMPACTED TO 90% DENSITY IN ROADWAYS, SHOULDERS, ROADWAY PRISMS, AND DRIVEWAYS AND 85% DENSITY IN UNPAVED AREAS. PIPE COMPACTION SHALL BE 95%.
6. IF THE PAVEMENT, SIDEWALKS, CURB, OR GUTTER ARE DISTURBED OR DAMAGED DURING CONSTRUCTION, THEY SHALL BE REPLACED IN-KIND TO MEET THE SAME STANDARDS AS THE NEW FACILITIES, WITH A SUITABLE, COMPACT FOUNDATION IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND PROJECT CONTRACT DOCUMENTS.
7. AT LEAST TWO COPIES OF THESE PLANS SHALL BE ON THE JOB SITE WHEN CONSTRUCTION IS IN PROGRESS. THE CONTRACTOR SHALL ALSO HAVE COPIES OF THE APPLICABLE REGULATORY AGENCY STANDARDS AVAILABLE AT THE JOB SITE DURING THE RELATED CONSTRUCTION OPERATIONS. ALL APPLICABLE PERMITS SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION ACTIVITY. ONE COMPLETE SET OF PROJECT PLANS WITH RECORDS OF AS-BUILT INFORMATION SHALL BE PROVIDED TO THE PROJECT ENGINEER AT THE END OF THE PROJECT.
8. THE CONTRACTOR SHALL COORDINATE ACTIVITIES OF ALL UTILITY PURVEYORS IMPACTED BY WORK FOR THIS PROJECT AND SHALL CONTACT THEM PRIOR TO CONSTRUCTION TO SCHEDULE WORK FOR PROVISIONS FOR AND BE RESPONSIBLE TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT AND KEEP IN SERVICE ALL EXISTING UTILITIES WHETHER SHOWN OR NOT SHOWN ON THESE PLANS DURING CONSTRUCTION.
9. UTILITIES, OR INTERFERING PORTIONS OF UTILITIES, THAT ARE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO COMPLETE THE PROPOSED WORK. THE CONTRACTOR SHALL PLUG THE REMAINING EXPOSED ENDS OF ABANDONED UTILITIES. CUTTING AND PLUGGING OF LINES TO BE ABANDONED SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK PERFORMED.
10. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A QUALIFIED SOILS ENGINEER AND/OR TESTING AGENCY TO PERFORM SUBGRADE/ BACKFILL DENSITY TESTS OR TO DIRECT THE REMOVAL AND REPLACEMENT OF ANY UNSUITABLE MATERIALS DURING CONSTRUCTION. A REPRESENTATIVE OF THE SOILS ENGINEER AND /OR TESTING AGENCY SHALL BE AVAILABLE TO OBSERVE AND TO VERIFY FIELD CONDITIONS AS WORK PROCEEDS. THE SOILS ENGINEER SHALL SUBMIT FIELD REPORTS AS REQUIRED TO CERTIFY THE METHODS AND MATERIALS ARE IN ACCORDANCE WITH PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE THE APPROPRIATE SOILS INSPECTIONS AND TESTING.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE TRAFFIC CONTROL DURING CONSTRUCTION ADJACENT TO OR WITHIN ALL PUBLIC ROADWAYS. ANY WORK WITHIN THE TRAVELED RIGHT-OF-WAY THAT MAY DISRUPT NORMAL TRAFFIC FLOW WILL REQUIRE A TRAFFIC CONTROL PLAN APPROVED BY THE CITY OF KIRKLAND. ALL SECTIONS OF THE WSDOT STANDARD SPECIFICATIONS, TRAFFIC CONTROL REQUIREMENTS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL APPLY. TRAFFIC CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PRIVATE PROPERTY DRIVEWAYS DURING CONSTRUCTION.
12. ALL PIPE LENGTHS, STRUCTURE LOCATIONS, AND DEPTHS ARE MEASURED AT THE CENTER OF THE STRUCTURE, UNLESS OTHERWISE SPECIFIED.
13. THE CONTRACTOR SHALL PROMPTLY REPAIR ANY DAMAGE TO PUBLIC AND/ OR PRIVATE PROPERTY CAUSED DURING CONSTRUCTION, AT NO ADDITIONAL COST TO THE CITY. REPAIRS MUST BE COMPLETED TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO PROJECT APPROVAL AND/ OR RELEASE OF THE PROJECT'S PERFORMANCE BOND.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, CONFINED SPACED PROTECTION, FLAGGERS, AND ANY OTHER NECESSARY MEASURES TO PROTECT THE HEALTH, SAFETY, AND WELL-BEING OF THE PUBLIC. IN ADDITION TO PROTECTING THE PROPERTY DURING THE PERFORMANCE OF THE WORK UNDER THE CONTRACT,

15. THE APPROXIMATE LOCATIONS OF EXISTING UTILITIES HAVE BEEN OBTAINED FROM AVAILABLE RECORDS AND ARE PROVIDED FOR REFERENCE. THE EXISTING TOPOGRAPHIC AND PHYSICAL FEATURES DEPICTED ON THESE PLANS ARE BASED ON COK GIS DATA. THE CONTRACTOR MAY ENCOUNTER DISCREPANCIES BETWEEN THE ACTUAL CONDITIONS AND THOSE SHOWN IN THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATIONS OF EXISTING UTILITIES, REGARDLESS OF WHETHER THEY ARE SHOWN ON THE PROJECT PLANS.
17. RECYCLED MATERIAL SHALL NOT BE USED FOR ANY TRENCH BACKFILL.

## EXISTING LANDSCAPE NOTES

1. ALL EXISTING TREES WITHIN OR ADJACENT TO THE WORK AREA SHALL REMAIN, UNLESS OTHERWISE NOTED ON PLANS OF APPROVED BY THE PROJECT ENGINEER FOR REMOVAL.
2. THE CONTRACTOR SHALL SEQUENCE AND EXECUTE WORK AND EMPLOY ALL REASONABLE PROTECTION MEASURES TO LIMIT AND MINIMIZE DISTURBANCE TO EXISTING LANDSCAPE AREAS AND VEGETATION IN OR IN PROXIMITY TO THE WORK ZONE(S). DISTURBANCE TO EXISTING LANDSCAPE AND VEGETATION SHALL BE LIMITED TO ONLY THAT NECESSARY TO COMPLETE THE WORK. DISTURBED LANDSCAPE SHALL BE REPLACED AND/ OR RESTORED IN KIND OR BETTER CONDITION.

## CURED-IN-PLACE PIPE (CIPP) LINING NOTES

THE MEANS, METHODS, AND MATERIALS USED BY THE CONTRACTOR TO SUCCESSFULLY EXECUTE AND COMPLETE CIPP WORK IN ACCORDANCE WITH THE CONTRACT PLANS, SPECIAL PROVISIONS, AND STANDARD SPECIFICATIONS 7-20 SHALL INCLUDE AND CONSIDER THE FOLLOWING EFFORTS AS SEQUENCED:

1. MECHANICALLY CLEAR AND CLEAN EXISTING PIPES TO BE REPAIRED, INCLUDING BUT NOT LIMITED TO REMOTE CUTTING OF ALL ROOTS AND/OR PROTRUDING PIPE MATERIAL WITHIN THE FULL INSIDE DIAMETER AND LENGTH OF EXISTING PIPE AND REMOVE ALL DEBRIS AND SEDIMENT FROM EXISTING PIPE AS REQUIRED TO FACILITATE SUCCESSFUL FACILITY VIDEO INSPECTION AND SUBSEQUENT SUCCESSFUL CIPP LINER WORK.
2. FIELD VERIFY LENGTH AND DIAMETER OF SEWER MAIN PIPE TO BE REPAIRED AND NOTIFY CITY OF KIRKLAND UTILITIES DEPARTMENT INSPECTOR OF ANY DISCREPANCIES BETWEEN CONTRACT DRAWINGS AND FIELD MEASUREMENTS PRIOR TO FINAL PROCUREMENT AND SUCCESSFUL DELIVERY OF CIPP LINER MATERIALS TO THE SITE.
3. PRIOR TO INSTALLING CIPP LINER, THE CONTRACTOR SHALL IMPLEMENT TEMPORARY SEWER BYPASS PUMPING SYSTEM PER THE APPROVED PLAN SUBMITTED.
4. PRIOR TO INSTALLING CIPP LINER, THE CONTRACTOR SHALL PREPARE THE PIPE IN ACCORDANCE WITH SPECIFICATION SECTION 7-20.7(3)D.
5. PREPARE PRE-CONSTRUCTION CCTV REPORT AND PROVIDE TO CITY. REPORT SHALL SPECIFICALLY IDENTIFY LOCATIONS AND PROVIDE IMAGES OF SEGMENTS OF PIPE THAT ARE DAMAGED, DETERIORATED, OR JOINT OFFSET TO AN EXTENT THAT CIPP CANNOT BE INSTALLED SUCCESSFULLY WITHOUT PIPE SPOT REPAIR IN THE JUDGEMENT OF THE CONTRACTOR. PIPE SPOT REPAIRS MAY CONSIST OF PATCH OR WHOLE REPLACEMENT OF DAMAGED PIPE SEGMENTS. THE PLANS SHOW LOCATIONS OF POTENTIAL SPOT REPAIRS BASED ON PREVIOUS MAINTENANCE VIDEOS THAT REQUIRE CONFIRMATION BY THE CONTRACTOR IN THE CCTV REPORT.
6. THE CONTRACTOR SHALL CONFIRM LATERAL CONNECTION(S) PRIOR TO CIPP INSTALLATION PER CCTV INSPECTION VIDEOS. THE CCTV SHALL CONFIRM WHICH LATERAL(S) ARE ACTIVE OR INACTIVE.
7. CIPP INSTALLATION SHALL BE COMPLETED FROM EXISTING MANHOLES IN-LEU OF EXCAVATED ENTRY AND INSERTION PITS WHERE PRACTICAL.
8. CIPP LINER SHALL BE INSTALLED IN ACCORDANCE WITH THE PROJECT PLANS, SPECIAL PROVISIONS, AND STANDARD SPECIFICATIONS. IN ADDITION TO MANUFACTURER'S RECOMMENDATIONS AND ACCEPTED INDUSTRY STANDARDS, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY CONFLICTS BETWEEN THE PROVISIONS OF THE CONTRACT DOCUMENTS AND THE MANUFACTURER'S RECOMMENDATIONS OR INDUSTRY STANDARDS PRIOR TO COMMENCING ANY WORK.
9. COMPLETE POST-CONSTRUCTION CCTV VIDEO INSPECTION FOR EACH CIPP INSTALLATION PER SPECIFICATION SECTION 7-20.7(6)B.
10. AFTER THE CIPP LINER HAS CURED, THE CONTRACTOR SHALL CUT OUT AND REMOVE THE LINER WITHIN THE MANHOLE STRUCTURES. AFTER THE LINER IS CUT, A WATER TIGHT SEAL, ALSO KNOWN AS A HYDROPHILIC END SEAL, SHALL BE INSTALLED BETWEEN THE LINER/ PIPE AND THE STRUCTURAL WALL.
11. IN THE EVENT OF A SPILL, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE COK 24 HOUR SPILL RESPONSE NUMBER: (425-587-3900), AND THE ECOLOGY SPILL RESPONSE HOTLINE NUMBER: (800-258-5990). ADDITIONALLY, THE CITY PROJECT ENGINEER IS TO BE NOTIFIED IMMEDIATELY.



X/X/X	0	BID SET	
DATE	NO.	REVISION	BY



APPROVED BY:

DATE: \_\_\_\_\_

I-WEN YANG, PE	2/6/2025
DESIGNED BY	DATE

BEN MAHONY, EIT 2/6/2025

GEORGE MINASSIAN, PE	2/6/2025
REVIEWED BY	DATE



CITY OF KIRKLAND

DEPARTMENT OF PUBLIC WORKS  
123 FIFTH AVENUE KIRKLAND, WA 98033  
(425) 587-3800 [www.kirklandwa.gov](http://www.kirklandwa.gov)

WEST OF MARKET SEWERMAIN REHABILITATION PILOT PROJECT

## LEGEND, NOTES, AND ABBREVIATIONS

REFERENCE  
SHEET NO.

SHEET  
2  
OF  
11



EROSION/ SEDIMENTATION CONTROL

- EROSION/ SEDIMENTATION CONTROL**

  1. THE APPROVED CONSTRUCTION SEQUENCE SHALL BE AS FOLLOWS:
    - a. CONDUCT PRE-CONSTRUCTION MEETING.
    - b. FLAG OR FENCE CLEARING LIMITS.
    - c. POST SIGN WITH NAME AND PHONE NUMBER OR TESC SUPERVISOR.
    - d. INSTALL CATCH BASIN PROTECTION DOWNSTREAM AND AS DETERMINED BY THE CITY INSPECTOR.
    - e. GRADE AND INSTALL CONSTRUCTION ENTRANCE(S).
    - f. INSTALL PERIMETER PROTECTION (SILT FENCE, BRUSH BARRIER, ETC.).
    - g. CONSTRUCTION SEDIMENT PONDS AND TRAPS.
    - h. GRADE AND STABILIZE CONSTRUCTION ROADS.
    - i. CONSTRUCT SURFACE WATER CONTROLS (INTERCEPTOR DIKES, PIPE SLOPE DRAINS, ETC.) SIMULTANEOUSLY WITH CLEARING AND GRADING FOR PROJECT DEVELOPMENT.
    - j. MAINTAIN EROSION CONTROL MEASURE IN ACCORDANCE WITH CITY OF KIRKLAND STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.
    - k. RELOCATE EROSION CONTROL MEASURES OR INSTALL NEW MEASURES SO THAT AS SITE CONDITIONS CHANGE, THE EROSION AND SEDIMENT CONTROL IS ALWAYS IN ACCORDANCE WITH THE CITY TESC MINIMUM REQUIREMENTS.
    - l. COVER ALL AREAS WITHIN THE SPECIFIED TIME FRAME WITH STRAW, WOOD FIBER MULCH, COMPOST, PLASTIC SHEETING, CRUSHED ROCK OR EQUIVALENT.
    - m. STABILIZE ALL AREAS THAT REACH FINAL GRADE WITHIN 7 DAYS.
    - n. SEED OR SOD ANY AREAS TO REMAIN UNWORKED FOR MORE THAN 30 DAYS.
    - o. UPON COMPLETION OF THE PROJECT, ALL DISTURBED AREAS MUST BE STABILIZED AND BEST MANAGEMENT PRACTICES REMOVED IF APPROPRIATE.
  2. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING STREETS CLEAN AND FREE OF CONTAMINANTS AT ALL TIMES AND FOR PREVENTING ALL ILLICIT DISCHARGE (KMC 15.52) INTO THE MUNICIPAL STORM DRAIN SYSTEM. IF YOUR CONSTRUCTION PROJECT CAUSES AN ILLICIT DISCHARGE TO THE MUNICIPAL STORM DRAIN SYSTEM, THE CITY OF KIRKLAND STORM MAINTENANCE DIVISION WILL BE CALLED TO CLEAN THE PUBLIC STORM SYSTEM, AND OTHER AFFECTED PUBLIC INFRASTRUCTURE. THE CONTRACTOR(S) PROPERTY OWNER, AND ANY OTHER RESPONSIBLE PARTY MAY BE CHARGE ALL COSTS ASSOCIATED WITH THE CLEAN-UP AND MAY ALSO BE ASSESSED MONETARY PENALTIES (KMC 1.12,200). THE MINIMUM PENALTY IS \$500. A FINE FOR A REPEAT VIOLATION SHALL BE MULTIPLIED BY THE NUMBER OF VIOLATIONS. A FINE MAY BE REDUCED OR WAIVED FOR PERSONS WHO IMMEDIATELY SELF-REPORT VIOLATION TO THE CITY AT 425-587-3900. A FINAL INSPECTION OF YOUR PROJECT WILL NOT BE GRANTED UNTIL ALL COSTS ASSOCIATED WITH THE CLEAN-UP, AND PENALTIES, ARE PAID TO THE CITY OF KIRKLAND.
  3. CONSTRUCTION DEWATERING DISCHARGES SHALL ALWAYS MEET WATER QUALITY GUIDELINES LISTED IN COK POLICY E-1. SPECIFICALLY, DISCHARGES TO THE PUBLIC STORM WATER DRAINAGE SYSTEM MUST BE BELOW 25 NTU, NOT CONSIDERED AN ILLICIT DISCHARGE (PER KMC 15.52.090). TEMPORARY DISCHARGES TO SANITARY SEWER REQUIRE PRIOR AUTHORIZATION AND PERMIT FROM KING COUNTY INDUSTRIAL WASTE PROGRAM (206-263-3000) AND NOTIFICATION TO THE PUBLIC WORKS CONSTRUCTION INSPECTOR.
  4. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH CITY OF KIRKLAND STANDARDS AND SPECIFICATIONS.
  5. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE SET BY SURVEY AND CLEARLY FLAGGED IN THE FIELD BY A CLEARING CONTROL FENCE PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE OR REMOVAL OF ANY GROUND COVER BEYOND THE FLAGGED CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE PERMITTEE/ CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
  6. APPROVAL OF THIS EROSION/ SEDIMENTATION CONTROL (ESC) PLAN DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT ROAD OR DRAINAGE DESIGN (E.G., SIZE AND LOCATION OF ROADS, PIPES, RESTRICTORS, CHANNELS, RETENTION FACILITIES, UTILITIES, ETC.).
  7. THE IMPLEMENTATION OF THIS ESC PLAN AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE PERMITTEE/ CONTRACTOR UNTIL ALL CONSTRUCTION IS IN PROGRESS.
  8. A COPY OF THE APPROVED ESC PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
  9. THE ESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED PRIOR TO OR IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT-LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM OR VIOLATE APPLICABLE WATER STANDARDS. WHEREVER POSSIBLE, MAINTAIN NATURAL VEGETATION FOR SILT CONTROL.
  10. THE ESC FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS ON THE APPROVED PLANS. LOCATIONS MAY BE MOVED TO SUIT FIELD CONDITIONS, SUBJECT TO APPROVAL BY THE ENGINEER AND THE CITY OF KIRKLAND INSPECTOR.
  11. THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED (E.G., ADDITIONAL SUMPS, RELOCATION OF DITCHES AND SILT FENCES, ETC.) AS NEEDED FOR UNEXPECTED STORM EVENTS. ADDITIONALLY, MORE ESC FACILITIES MAY BE REQUIRED TO ENSURE COMPLETE SILTATION CONTROL. THEREFORE, DURING THE COURSE OF CONSTRUCTION IT SHALL BE THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY HIS ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES OVER ANY ABOVE THE MINIMUM REQUIREMENTS AS MAY BE NEEDED.
  12. THE ESC FACILITIES SHALL BE INSPECTED BY THE PERMITTEE/ CONTRACTOR DAILY DURING NON-RAINFALL PERIODS, EVERY HOUR (DAYLIGHT) DURING A RAINFALL EVENT, AND AT THE END OF EVERY RAINFALL, AND MAINTAINED AS NECESSARY TO ENSURE THAT THEY CONTINUED FUNCTIONING. IN ADDITION, TEMPORARY SILTATION PONDS AND ALL TEMPORARY SILTATION CONTROLS SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND/ OR CONSTRUCTION IS COMPLETED, PERMANENT DRAINAGE FACILITIES ARE OPERATIONAL, AND THE POTENTIAL FOR EROSION HAS PASSED. WRITTEN RECORDS SHALL BE KEPT DOCUMENTING THE REVIEWS OF THE ESC FACILITIES.
  13. THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN 38 HOURS FOLLOWING A STORM EVENT.
  14. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES, SUCH AS WASH PADS, MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
  15. ALL DENUDEED SOILS MUST BE STABILIZED WITH AN APPROVED TESC METHOD (E.G. SEEDING, MULCHING, PLASTIC COVERING, CRUSHED ROCK) WITHIN THE FOLLOWING TIMELINES:
    - MAY 1 TO SEPTEMBER 30 - SOILS MUST BE STABILIZED WITHIN 7 DAYS OF GRADING.
    - OCTOBER 1 TO APRIL 30 - SOILS MUST BE STABILIZED WITHIN 2 DAYS OF GRADING.
    - STABILIZE SOILS AT THE END OF THE WORKDAY PRIOR TO A WEEKEND, HOLIDAY, OR PREDICTED RAIN EVENT.
  16. WHERE SEEDING FOR TEMPORARY EROSION CONTROL IS REQUIRED, FAST GERMINATING GRASSES SHALL BE APPLIED AT AN APPROPRIATE RATE (EXAMPLE: ANNUAL OR PERENNIAL RYE APPLIED AT APPROXIMATELY 80 POUNDS PER ACRE).
  17. WHERE STRAW MULCH IS REQUIRED FOR TEMPORARY EROSION CONTROL, IT SHALL BE APPLIED AT A MINIMUM THICKNESS OF 2".
  18. ALL LOTS ADJOINING OR HAVING ANY NATIVE GROWTH PROTECTION EASEMENTS (NGPE) SHALL HAVE A 6' HIGH TEMPORARY CONSTRUCTION FENCE (CHAIN LINK WITH PIER BLOCKS) SEPARATING THE LOT (OR BUILDABLE PORTIONS OF THE LOT) FROM THE AREA RESTRICTED BY THE NGPE AND SHALL BE INSTALLED PRIOR TO ANY GRADING OR CLEARING AND REMAIN IN PLACE UNTIL THE PLANNING DEPARTMENT AUTHORIZES REMOVAL.
  19. CLEARING LIMITS SHALL BE DELINEATED WITH A CLEARING CONTROL FENCE. THE CLEARING CONTROL FENCE SHALL CONSIST OF A 6-FT. HIGH CHAIN LINK FENCE ADJACENT THE DRIP LINE OF TREES TO BE SAVED, WETLAND OR STREAM BUFFERS, AND SENSITIVE SLOPES. CLEARING CONTROL FENCES ALONG WETLAND OR STREAM BUFFERS OR UPSLOPE OF SENSITIVE SLOPES SHALL BE ACCOMPANIED BY AN EROSION CONTROL FENCE. IF APPROVED BY THE CITY, A FOUR-FOOT HIGH ORANGE MESH CLEARING CONTROL FENCE MAY BE USED TO DELINEATE CLEARING LIMITS IN ALL OTHER AREAS.
  20. OFF-SITE STREETS MUST BE KEPT CLEAN AT ALL TIMES. IF DIRT IS DEPOSITED ON THE PUBLIC STREET SYSTEM, THE STREET SHALL BE IMMEDIATELY CLEANED WITH POWER SWEEPER OR OTHER EQUIPMENT. ALL VEHICLES SHALL LEAVE THE SITE BY WAY OF THE CONSTRUCTION ENTRANCE AND SHALL BE CLEANED OF ALL DIRT THAT WOULD BE DEPOSITED ON THE PUBLIC STREETS.
  21. ROCK FOR EROSION PROTECTION OF ROADWAY DITCHES, WHERE REQUIRED, MUST BE OF SOUND QUARRY ROCK, PLACED TO A DEPTH OF 1' AND MUST MEET THE FOLLOWING SPECIFICATIONS: 4"-8" ROCK/ 40% -70%; 2" - 4" ROCK/ 30% - 40%; AND 1" - 2" ROCK/ 10% - 20% PASSING. RECYCLED CONCRETE SHALL NOT USED FOR EROSION PROTECTION, INCLUDING CONSTRUCTION ENTRANCE OR TEMPORARY STABILIZATION ELSEWHERE ON THE SITE.
  22. IF ANY PART(S) OF THE CLEARING LIMIT BOUNDARY OR TEMPORARY EROSION/ SEDIMENTATION CONTROL PLAN IS/ ARE DAMAGED, IT SHALL BE REPAIRED IMMEDIATELY.
  23. ALL PROPERTIES ADJACENT TO THE PROJECT SITE SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND RUNOFF.
  24. AT NO TIME SHALL MORE THAN 1' OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED IMMEDIATELY FOLLOWING REMOVAL OF EROSION CONTROL BMPs. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.
  25. ANY PERMANENT RETENTION/ DETENTION FACILITY USED AS A TEMPORARY SETTLING BASIN SHALL BE MODIFIED WITH THE NECESSARY EROSION CONTROL MEASURES AND SHALL PROVIDE ADEQUATE STORAGE CAPACITY. IF THE PERMANENT FACILITY IS TO FUNCTION ULTIMATELY AS AN INFILTRATION OR DISPERSION SYSTEM, THE FACILITY SHALL NOT BE USED AS A TEMPORARY SETTLING BASIN. NO UNDERGROUND DETENTION TANK, DETENTION VAULT, OR SYSTEM WHICH BACKS UNDER OR INTO A POND SHALL BE USED AS A TEMPORARY SETTLING BASIN.
  26. ALL EROSION/ SEDIMENTATION CONTROL PONDS WITH A DEAD STORAGE DEPTH EXCEEDING 6" MUST HAVE A PERIMETER FENCE WITH A MINIMUM HEIGHT OF 3'.
  27. THE WASHED GRAVEL BACKFILL ADJACENT TO THE FILTER FABRIC FENCE SHALL BE REPLACED AND THE FILTER FABRIC CLEANED IF IT IS NONFUNCTIONAL BY EXCESSIVE SILT ACCUMULATION AS DETERMINED BY THE CITY OF KIRKLAND. ALSO, ALL INTERCEPTOR SWALES SHALL BE CLEANED IF SILT ACCUMULATION EXCEEDS ONE-QUARTER DEPTH.
  28. PRIOR TO THE OCTOBER 1 OF EACH YEAR (THE BEGINNING OF THE WET SEASON), ALL DISTURBED AREAS SHALL BE REVIEWED TO IDENTIFY WHICH ONES CAN BE SEEDED IN PREPARATION FOR THE WINTER RAINS. THE IDENTIFIED DISTURBED AREA SHALL BE SEEDDED WITHIN ONE WEEK AFTER OCTOBER 1. A SITE PLAN DEPICTING THE AREAS TO BE SEEDDED AND THE AREAS TO REMAIN UNCOVERED SHALL BE SUBMITTED TO THE PUBLIC WORKS CONSTRUCTION INSPECTOR. THE INSPECTOR CAN REQUIRE SEEDING OF ADDITIONAL AREAS IN ORDER TO PROTECT SURFACE WATERS, ADJACENT PROPERTIES, OR DRAINAGE FACILITIES.
  29. ANY AREA TO BE USED FOR INFILTRATION OR PERVIOUS PAVEMENT (INCLUDING A 5-FOOT BUFFER) MUST BE SURROUNDED BY SILT FENCE PRIOR TO CONSTRUCTION AND UNTIL FINAL STABILIZATION OF THE SITE TO PREVENT SOIL COMPACTION AND SILTATION BY CONSTRUCTION ACTIVITIES.
  30. IF THE TEMPORARY CONSTRUCTION ENTRANCE OR ANY OTHER AREA WITH HEAVY VEHICLE LOADING IS LOCATED IN THE SAME AREA TO BE USED FOR INFILTRATION OR PERVIOUS PAVEMENT, 6" OF SEDIMENT BELOW THE GRAVEL SHALL BE REMOVED PRIOR TO INSTALLATION OF THE INFILTRATION FACILITY OR PERVIOUS PAVEMENT (TO REMOVE FINES ACCUMULATED DURING CONSTRUCTION).
  31. ANY CATCH BASINS COLLECTING RUNOFF FROM THE SITE, WHETHER THEY ARE ON OR OFF THE SITE, SHALL HAVE ADEQUATE PROTECTION FROM SEDIMENT. CATCH BASINS DIRECTLY DOWNSTREAM OF THE CONSTRUCTION ENTRANCE OR ANY OTHER CATCH BASIN AS DETERMINED BY THE CITY INSPECTOR SHALL BE PROTECTED WITH A "STORM DRAIN PROTECTION INSERT" OR EQUIVALENT.
  32. IF A SEDIMENT POND IS NOT PROPOSED, A BAKER TANK OR OTHER TEMPORARY GROUND AND/ OR SURFACE WATER STORAGE TANK MAY BE REQUIRED DURING CONSTRUCTION, DEPENDING ON WEATHER CONDITIONS.
  33. DO NOT FLUSH CONCRETE BY PRODUCTS OR TRUCKS NEAR OR INTO THE STORM DRAINAGE SYSTEM. IF EXPOSED AGGREGATE IS FLUSHED INTO THE STORM SYSTEM, IT COULD MEAN RE-CLEANING THE ENTIRE DOWNSTREAM STORM SYSTEM, OR POSSIBLY RE-LAYING THE STORM LINE.
  34. RECYCLED CONCRETE SHALL NOT BE STOCKPILED ON SITE, UNLESS FULLY COVERED WITH NO POTENTIAL FOR RELEASE OF RUNOFF.

**SANITARY SEWER**

  1. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
  2. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO CITY OF KIRKLAND DEPARTMENT OF PUBLIC WORKS AND CURRENT WSDOT/APWA STANDARDS AND SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION.
  3. APPROXIMATE LOCATIONS OF EXISTING UTILITIES HAVE BEEN OBTAINED FROM AVAILABLE RECORDS AND ARE SHOWN FOR CONVENIENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF THE

- LOCATIONS SHOWN AND FOR DISCOVERY OF POSSIBLE ADDITIONAL UTILITIES NOT SHOWN SO AS TO AVOID DAMAGE OR DISTURBANCE. THE UNDERGROUND UTILITY LOCATION SERVICE SHALL BE CONTACTED FOR FIELD LOCATION PRIOR TO ANY CONSTRUCTION. THE OWNER OR THEIR REPRESENTATIVE SHALL BE CONTACTED IF A UTILITY CONFLICT EXISTS. FOR UTILITY LOCATION IN KING COUNTY, CALL 1-800-424-5555. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT UTILITY LOCATES ARE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THEIR ACTIVITIES WITH LOCAL UTILITY COMPANIES TO ENSURE THAT ALL UTILITIES ARE INSTALLED ACCORDING TO THESE PLANS AND THE REQUIREMENTS OF THE INDIVIDUAL UTILITY COMPANIES.
5. PER COK PRE-APPROVED PLANS CK-S.16 AND CK-S.16A, ALL MANHOLES SHALL CONFORM TO WSDOT/APWA STANDARDS, ECCENTRIC CONES WITH MANUFACTURER-APPROVED GASKETS AND 1/2" POLYPROPYLENE-ENCAPSULATED SAFETY STEPS AND LADDERS. ALL MANHOLES SHALL HAVE CAST IRON RINGS AND DUCTILE IRON COVERS. LIDS SHALL CONFORM TO PRE-APPROVED PLANS CK-S.16 AND/ OR CK-S.16A.
6. ALL MAIN-LINE TRENCHES SHALL BE COMPACTED PRIOR TO TESTING SEWER LINES FOR ACCEPTANCE.
7. PRESSURE TESTING OF GRAVITY SEWER MAINS SHALL CONFORM TO THE FOLLOWING STANDARDS: (1) AIR TESTING WILL REQUIRE A MINIMUM OF 4 PSI FOR 15 MINUTES WITH NO PRESSURE DROP; (2) WATER TESTING WILL REQUIRE A MINIMUM OF 10' OF HEAD IN A STANDPIPE AT THE TEST LOCATION FOR 15 MINUTES WITH NO DROP IN THE WATER LEVEL IN THE STANDPIPE. EITHER TEST IS ACCEPTABLE.
8. PRESSURE TESTING OF FORCE MAINS AND LATERALS WILL REQUIRE AN AIR TEST OF 25 PSIMINIMUM FOR 15 MINUTES WITH NO PRESSURE DROP.
9. NEW CONNECTIONS TO EXISTING MANHOLES OR SEWER LINES SHALL BE SEALED OFF UNTIL UPSTREAM CONSTRUCTION IS FINISHED, TESTED, CLEANED, AND ACCEPTED. ALL CONSTRUCTION DEBRIS AND WATER SHALL BE REMOVED PRIOR TO OPENING THE SEAL.
10. ALL PVC SEWER PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF ASTM SPECIFICATIONS D-3034 FOR 4" TO 15" DIAMETER AND ASTM F679 FOR 18" TO 27" DIAMETER. PIPE SHALL BE SDR-35 AND SHALL CONFORM TO STANDARD SPECIFICATIONS. BEDDING AND BACKFILL SHALL MEET WSDOT AND APWA SPECIFICATIONS.
11. MINIMUM SLOPE FOR SIDE SEWERS SHALL BE TWO PERCENT (2%).
12. AN APPROVED COPY OF THE SEWER PLAN MUST BE ON SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
13. PRIOR TO CONSTRUCTION OF SEWER LINES, THE NECESSARY LOT CORNERS MUST BE SET, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE LOCATION OF PIPES, MANHOLES, AND INVERT ELEVATIONS.
14. PIPE ANCHORS, IF USED, SHALL BE INSTALLED: NOT OVER 36" CENTER TO CENTER ON GRADES FROM 20 PERCENT TO 35 PERCENT; NOT OVER 24" CENTER TO CENTER ON GRADES FROM 35 PERCENT TO 50 PERCENT; AND NOT OVER 16" CENTER TO CENTER ON GRADES 50 PERCENT AND GREATER.
15. ALL MANHOLES SHALL HAVE A MINIMUM OF 0.10' TO A MAXIMUM OF 1.00' DROP BETWEEN INVERT IN AND INVERT OUT.
16. PVC SEWER PIPE SHALL BE TESTED FOR DEFLECTION ACCORDING TO WSDOT/ APWA SPECIFICATIONS.
17. ALL TRENCH BACKFILL SHALL BE COMPACTED TO 95 PERCENT DENSITY IN ROADWAYS, ROADWAY SHOULDERS, ROADWAY PRISM AND DRIVEWAYS, AND 85 PERCENT DENSITY IN UNPAVED AREAS. ALL PIPE ZONE COMPACTION SHALL BE 95 PERCENT.
18. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST ALL MANHOLE LIDS AND CLEANOUT LIDS TO MATCH FINAL ASPHALT ELEVATIONS IN ROADWAYS OR GROUND ELEVATIONS IN LANDSCAPED AREAS.
19. WHEN TYING INTO EXISTING MANHOLES THAT ARE BELOW MINIMUM STANDARDS, THE EXISTING MANHOLE MUST BE UPGRADED TO MEET CURRENT STANDARDS.
20. ALL NEW SEWER MAIN EXTENSIONS SHALL BE VIDEOED PRIOR TO FINAL ACCEPTANCE.
21. ALL FASTENERS (BOLTS, NUTS, WASHERS, ETC.) ON MANHOLE AND CATCH BASIN LIDS TO BE STANDARD SIZE. NO METRIC FASTENERS ALLOWED.

1. ALL ROADWAY WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE CURRENT APWA AND CITY OF KIRKLAND STANDARDS AND SPECIFICATIONS.
2. ALL PUBLIC ROADWAYS SHALL BE CONSTRUCTED OF 2" CLASS "B" AC PAVING ON 4" ASPHALT-TREATED BASE (ATB), UNLESS OTHERWISE APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. A COPY OF THE APPROVED ROADWAY PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
4. DENSITY TEST REPORTS WILL BE REQUIRED FOR ALL PUBLIC ROADWAYS AND ALL PRIVATE ROADWAYS WITHIN PLATS. ALL TRENCH BACKFILL SHALL BE COMPACTED TO 95 PERCENT DENSITY IN ROADWAYS, ROADWAY SHOULDERS, ROADWAY PRISM AND DRIVEWAYS, AND 85 PERCENT DENSITY IN UNPAVED AREAS. ALL PIPE ZONE COMPACTION SHALL BE 95 PERCENT.
5. ANY ROADWAY SIGNAGE OR STRIPING REMOVED OR TEMPORARILY MOVED BY THE CONTRACTOR SHALL BE RESTORED TO MEET THE CURRENT CITY OF KIRKLAND STANDARDS.
6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ADEQUATE TEMPORARY TRAFFIC CONTROL TO ENSURE TRAFFIC SAFETY DURING CONSTRUCTION ACTIVITIES. THEREFORE, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS PRIOR TO STARTING ANY WORK IN THE RIGHT-OF-WAY. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) OR AS MODIFIED BY THE TRAFFIC ENGINEER.
7. MEASURES SHALL BE TAKEN BY THE DEVELOPER TO PROVIDE GROUND COVER IN AREAS WITHIN THE RIGHT-OF-WAY WHICH HAVE BEEN STRIPPED OF NATURAL VEGETATION OR HAVE A POTENTIAL FOR EROSION.
8. ANY EXISTING PUBLIC IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED PRIOR TO FINAL INSPECTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL PUBLIC STREETS FREE FROM MUD AND DEBRIS AT ALL TIMES. THE CONTRACTOR SHALL BE PREPARED TO USE POWER SWEEPERS OR OTHER PIECES OF EQUIPMENT NECESSARY TO KEEP THE ROADWAYS CLEAN.
10. BACKFILL IN ALL STREET CUTS ON ARTERIALS WILL BE CONTROL DENSITY FILL (CDF). CONTRACTOR MUST PROVIDE STEEL PLATING NECESSARY TO ALLOW THE CDF TO CURE.
11. ALL ROCKERIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE MOST CURRENT GUIDELINES OF THE ASSOCIATION.



X/X/X	0	BID SET	
DATE	NO.	REVISION	BY



APPROVED BY:

Georg-Lindner

DATE:

I-WEN YANG, PE	2/6/2025
DESIGNED BY	DATE

BEN MAHONY, EIT	2/6/2025
DRAWN BY	DATE

GEORGE MINASSIAN, PE	2/6/2025
REVIEWED BY	DATE



DEPARTMENT OF PUBLIC WORKS  
123 FIFTH AVENUE KIRKLAND, WA 98033  
(425) 587-3800 [www.kirklandwa.gov](http://www.kirklandwa.gov)

WEST OF MARKET SEWERMAIN REHABILITATION PILOT PROJECT

CITY OF KIRKLAND STANDARD PLAN NOTES

REFERENCE  
SHEET NO.

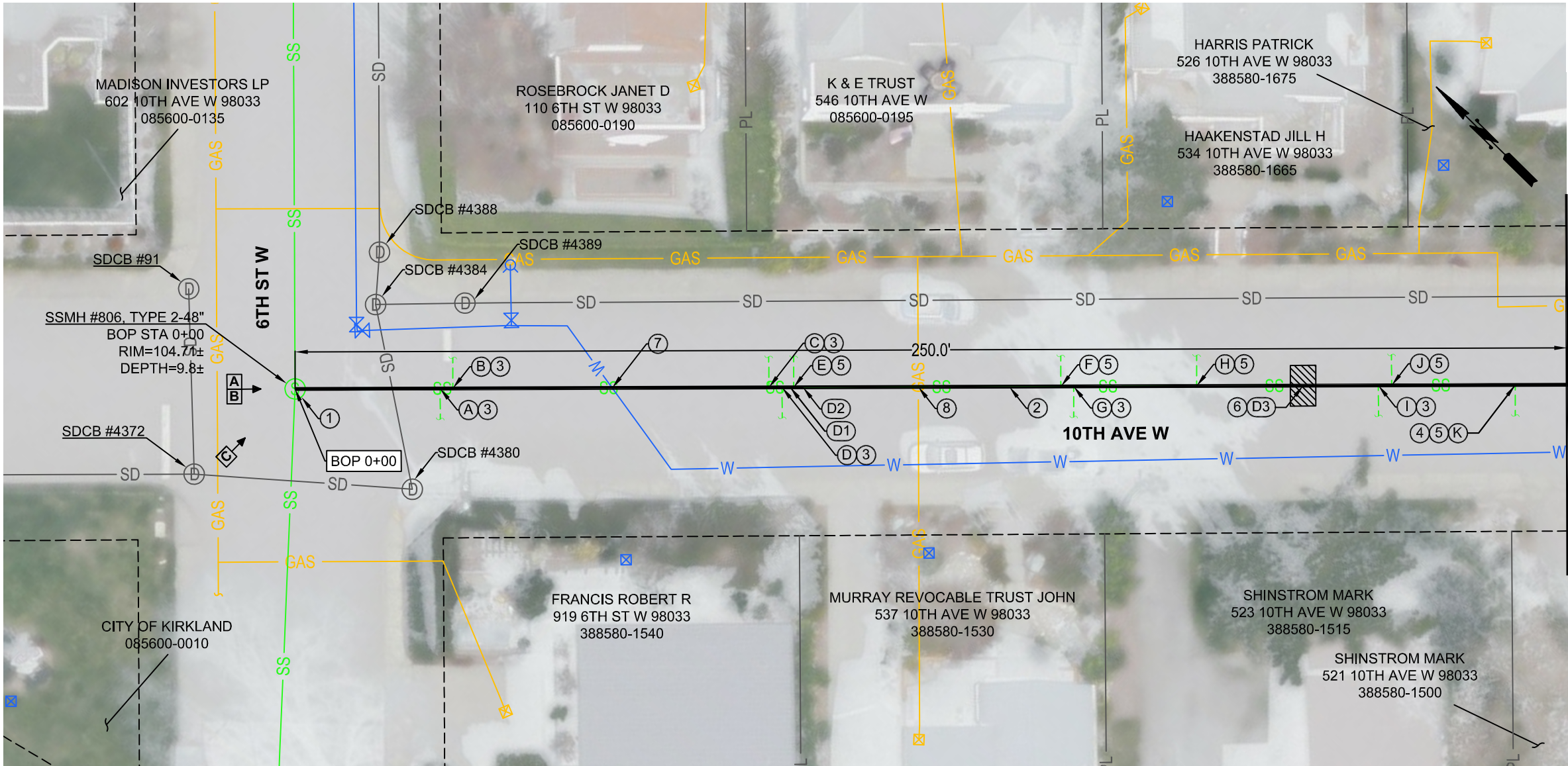
C0.02

SHEET  
3  
OF  
11









MATCHLINE AT 2+50



LATERALS / PIPE DEFECTS TABLE:

LATERAL / PIPE DEFECT LABEL:	APPROXIMATE DISTANCE FROM SSMH #806, (LF):	DIRECTION / ORIENTATION OF SS LATERAL:	SS LATERAL PIPE DIAMETER:	SS LATERAL INTRUDING LENGTH:	SS LATERAL ACTIVITY STATUS:	PIPE SEGMENT DEFECT:	
A	28.5	RIGHT (SW)	2 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
B	31.0	LEFT (NE)	11 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
C	93.1	LEFT (NE)	11 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
D	95.7	RIGHT (SW)	3 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
D1	97.3	-	-	-	-	-	MATERIAL CHANGE / JOINT OFFSET
E	98.0	LEFT (NE)	10 O'CLOCK	6 - INCH	0 - INCH	ACTIVE	-
D2	98.8	-	-	-	-	-	MATERIAL CHANGE / JOINT OFFSET
F	150.5	LEFT (NE)	11 O'CLOCK	6 - INCH	0 - INCH	ACTIVE	-
G	153.0	RIGHT (SW)	2 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
H	177.2	LEFT (NE)	10 O'CLOCK	6 - INCH	0 - INCH	ACTIVE	-
D3	198.1	-	-	-	-	-	MEDIUM JOINT OFFSET
I	212.9	RIGHT (SW)	3 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
J	215.5	LEFT (NE)	11 O'CLOCK	6 - INCH	0 - INCH	ACTIVE	-
K	239.8	RIGHT (SW)	1 O'CLOCK	4 - INCH	2 - INCH	ACTIVE	-



A SSMH #806 - VIEW SE  
NOT TO SCALE



B SSMH #806 - VIEW SE  
NOT TO SCALE



C SSMH #806 - VIEW E  
NOT TO SCALE

CONSTRUCTION NOTES:

- EXISTING MANHOLE STRUCTURE, FRAME, AND GRATE TO REMAIN.
- CIPP EXISTING SANITARY SEWER PIPE, NOMINAL SIZE PIPE AND APPROX. LENGTH PER PLAN; SEE CIPP NOTES ON SHEET C0.01.
- EXISTING INACTIVE SS LATERAL TO REMAIN AS IS.
- PROTRUDING AND EXISTING SS LATERAL TO BE CUT FLUSH WITH EXISTING SS MAIN PIPE PRIOR CIPP LINING.
- ACTIVE LATERAL TO BE REINSTATED AFTER THE COMPLETION OF CIPP LINING OF THE SS MAIN PIPE.
- SPOT REPAIR, SEE SPEC 7-20.7(3)E FOR CONSTRUCTION REQUIREMENT. IF A LATERAL RECONNECTION IS NEEDED, CUT AND SECTION THE PIPE AND INSTALL A TEE/WYE AND NIPPLE(S) WITH ROMAC RX5001 COUPLING OR EQUIVALENT. RECONNECT ALL MAIN PIPE JOINTS USING RIGID COUPLINGS, SUCH AS MAXADAPTOR MAX SERIES-MAX 6 OVERSIZE OR EQUIVALENT.
- PROTECT EXISTING BURIED UTILITY, SEE NOTE 1.
- PROTECT EXISTING BURIED POWER AND /OR FRANCHISE UTILITY, SEE NOTE 1.

GENERAL NOTES:

- UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND BASED ON AVAILABLE GIS, FIELD OBSERVATIONS, AND UTILITY LOCATES. CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION.
- SEWER STRUCTURE DATA AND LOCATIONS SHOWN ARE APPROXIMATE BASED ON AVAILABLE CITY GIS AND AS-BUILT RECORDS. THE CONTRACTOR SHALL CONDUCT PIPE AND SITE VERIFICATION PRIOR TO PROCEEDING WITH CONSTRUCTION.
- CITY SHALL COORDINATE AND SECURE ANY NECESSARY AGREEMENTS AND/OR EASEMENT WITH PROPERTY PRIOR TO ANY WORK ON PRIVATE PROPERTY. NO WORK SHALL BE PERFORMED OUTSIDE OF THE RIGHT-OF-WAY WITHOUT PRIOR AUTHORIZATION BY THE ENGINEER.
- IF DISTURBED, HMA PAVEMENT SECTION SHALL BE REPLACED PER PRE-APPROVED PLAN NO. CK-R.12.
- SITE AND SEWER STRUCTURE IMAGES PROVIDED WITH THESE PLANS AND APPENDIX A OF THE SPECIAL PROVISIONS ARE FOR REFERENCE ONLY AND ARE INTENDED TO ILLUSTRATE EXISTING SITE CONDITIONS AT SPECIFIC LOCATIONS OF THE PROJECT TO AID THE CONTRACTOR IN WORK PLANNING EFFORTS. THEY DO NOT REPRESENT ALL SITE CONDITIONS AFFECTING THE WORK OR REQUIRING CONSIDERATION BY THE CONTRACTOR AND SHOULD NOT BE RELIED UPON FOR BIDDING PURPOSES.
- THE CONTRACTOR SHALL IMPLEMENT AND INSTALL TESC AS REQUIRED FOR THE WORK TO COMPLY WITH CITY STANDARDS AND PROJECT SPECIFICATIONS FOR EROSION AND WATER CONTROL. WHEN REQUIRED THE CONTRACTOR SHALL IMPLEMENT AND INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AND TYPICAL BMP FACILITIES (TESC) INCLUDING, BUT NOT LIMITED TO THE CITY STANDARD PLAN NOTES ON SHEET C0.02 AND PRE-APPROVED PLANS ARE INCIDENTAL TO THE WORK.
- THE LOCATION OF THE ACTIVE SEWER LATERAL(S) SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

TRAFFIC CONTROL NOTES:

- THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO THE CITY AND THE ENGINEER FOR APPROVAL AT A MINIMUM OF TWO WEEKS PRIOR TO BEGINNING THE WORK.
- ACCESS TO ANY EXISTING DRIVEWAYS AND PEDESTRIAN ROUTES/ FACILITIES SHALL BE MAINTAINED AT ALL TIMES.

LEGEND:

- PROPOSED EXISTING SANITARY SEWER PIPE TO CIPP LINE
- APPROXIMATE SPOT REPAIR LOCATION
- EXISTING SANITARY SEWER LATERAL PIPE (12 O'CLOCK ORIENTATION)
- EXISTING SANITARY SEWER LATERAL PIPE
- EXISTING SANITARY SEWER PIPE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN PIPE
- EXISTING STORM DRAIN CATCH BASIN
- EXISTING WATER PIPE UTILITY
- EXISTING WATER METER UTILITY
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE UTILITY
- EXISTING RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE
- EXISTING GAS UTILITY
- EXISTING GAS METER UTILITY
- SITE IMAGE REF., SEE NOTE X



X/X/X	0	BID SET	
DATE	NO.	REVISION	BY



APPROVED BY:

*[Signature]*

DATE:

I-WEN YANG, PE  
DESIGNED BY  
2/6/2025  
DATE  
BEN MAHONY, EIT  
DRAWN BY  
2/6/2025  
DATE  
GEORGE MINASSIAN, PE  
REVIEWED BY  
2/6/2025  
DATE



CITY OF KIRKLAND

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

WEST OF MARKET SEWERMAIN REHABILITATION PILOT PROJECT

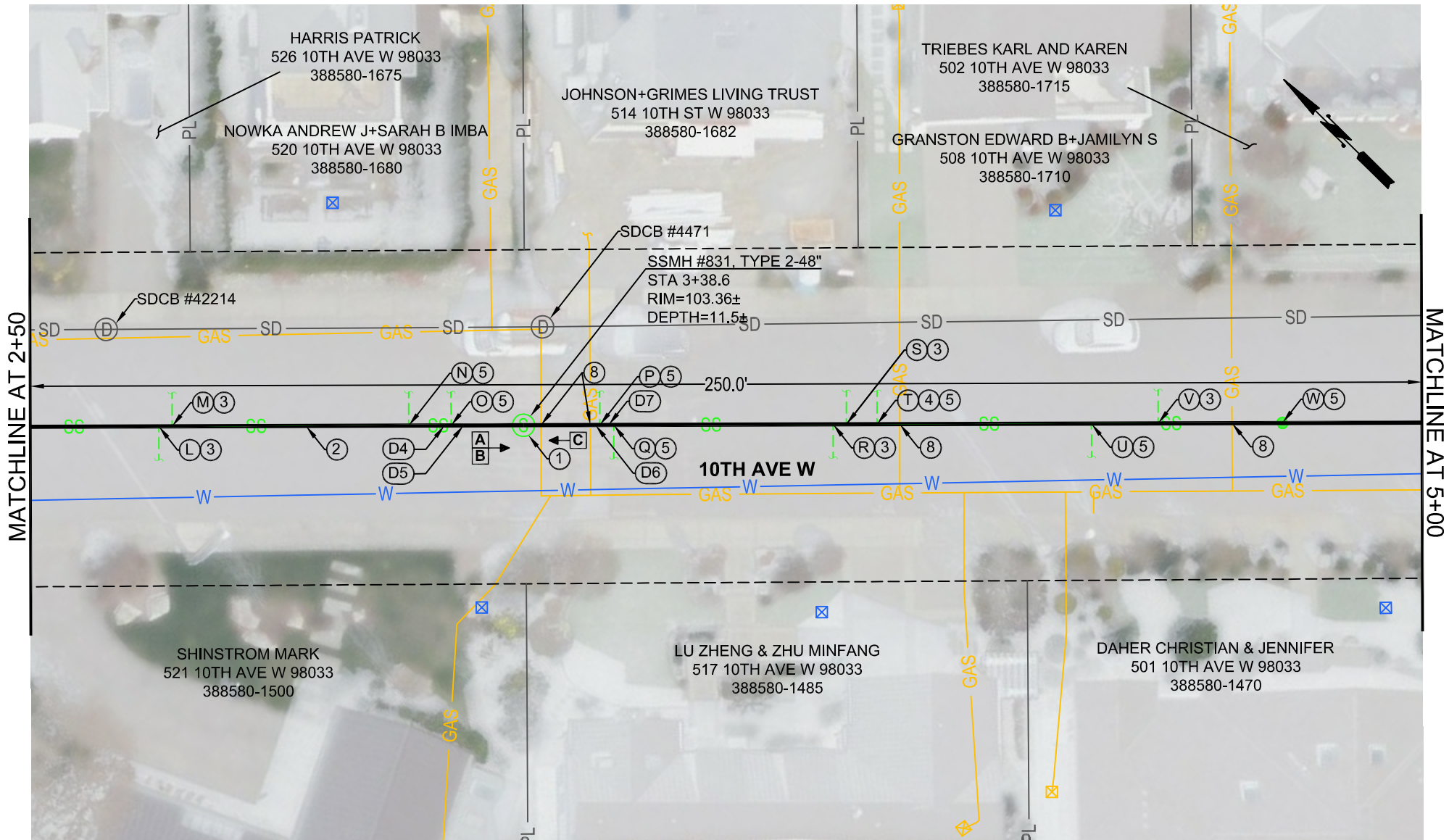
BOP STA 0+00 TO STA 2+50

REFERENCE  
SHEET NO.

C1.02

SHEET  
5  
OF  
11





LATERALS / PIPE DEFECTS TABLE:

LATERAL / PIPE DEFECT LABEL:	APPROXIMATE DISTANCE FROM SSMH #806, (LF):	DIRECTION / ORIENTATION OF SS LATERAL:		SS LATERAL PIPE DIAMETER:	SS LATERAL INTRUDING LENGTH:	SS LATERAL ACTIVITY STATUS:	PIPE SEGMENT DEFECT:
L	273.1	RIGHT (SW)	2 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
M	275.5	LEFT (NE)	1 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
N	318.0	LEFT (NE)	10 O'CLOCK	6 - INCH	0 - INCH	ACTIVE	-
D4	324.4	-	-	-	-	-	MATERIAL CHANGE / JOINT OFFSET
O	325.6	LEFT (NE)	9 O'CLOCK	6 - INCH	0 - INCH	ACTIVE	-
D5	326.8	-	-	-	-	-	MATERIAL CHANGE / JOINT OFFSET

LATERAL / PIPE DEFECT LABEL:	APPROXIMATE DISTANCE FROM SSMH #831, (LF):	DIRECTION / ORIENTATION OF SS LATERAL:		SS LATERAL PIPE DIAMETER:	SS LATERAL INTRUDING LENGTH:	SS LATERAL ACTIVITY STATUS:	PIPE SEGMENT DEFECT:
D6	12.9	-	-	-	-	-	MATERIAL CHANGE / JOINT OFFSET
P	13.7	LEFT (NE)	9 O'CLOCK	6 - INCH	0 - INCH	ACTIVE	-
D7	15.3	-	-	-	-	-	MATERIAL CHANGE / JOINT OFFSET
Q	16.2	RIGHT (SW)	1 O'CLOCK	4 - INCH	0 - INCH	ACTIVE	-
R	55.6	RIGHT (SW)	3 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
S	58.0	LEFT (NE)	11 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
T	63.5	LEFT (NE)	10 O'CLOCK	4 - INCH	3 - INCH	ACTIVE	-
U	102.0	RIGHT (SW)	1 O'CLOCK	6 - INCH	0 - INCH	ACTIVE	-
V	114.0	LEFT (NE)	11 O'CLOCK	6 - INCH	0 - INCH	INACTIVE / CAPPED	-
W	136.3	CENTER	12 O'CLOCK	4 - INCH	0 - INCH	ACTIVE	-



A SSMH #831 - VIEW SE  
NOT TO SCALE



B SSMH #831 - VIEW SE  
NOT TO SCALE



C SSMH #831 - VIEW NW  
NOT TO SCALE

CONSTRUCTION NOTES:

- EXISTING MANHOLE STRUCTURE, FRAME, AND GRATE TO REMAIN.
- CIPP EXISTING SANITARY SEWER PIPE, NOMINAL SIZE PIPE AND APPROX. LENGTH PER PLAN; SEE CIPP NOTES ON SHEET C0.01.
- EXISTING INACTIVE SS LATERAL TO REMAIN AS IS.
- PROTRUDING AND EXISTING SS LATERAL TO BE CUT FLUSH WITH EXISTING SS MAIN PIPE PRIOR CIPP LINING.
- ACTIVE LATERAL TO BE REINSTATED AFTER THE COMPLETION OF CIPP LINING OF THE SS MAIN PIPE.
- SPOT REPAIR, SEE SPEC 7-20.7(3)E FOR CONSTRUCTION REQUIREMENT. IF A LATERAL RECONNECTION IS NEEDED, CUT AND SECTION THE PIPE AND INSTALL A TEE/WYE AND NIPPLE(S) WITH ROMAC RX5001 COUPLING OR EQUIVALENT. RECONNECT ALL MAIN PIPE JOINTS USING RIGID COUPLINGS, SUCH AS MAXADAPTOR MAX SERIES-MAX 6 OVERSIZE OR EQUIVALENT.
- PROTECT EXISTING BURIED UTILITY, SEE NOTE 1.
- PROTECT EXISTING BURIED POWER AND /OR FRANCHISE UTILITY, SEE NOTE 1.

GENERAL NOTES:

- UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND BASED ON AVAILABLE GIS, FIELD OBSERVATIONS, AND UTILITY LOCATES. CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION.
- SEWER STRUCTURE DATA AND LOCATIONS SHOWN ARE APPROXIMATE BASED ON AVAILABLE CITY GIS AND AS-BUILT RECORDS. THE CONTRACTOR SHALL CONDUCT PIPE AND SITE VERIFICATION PRIOR TO PROCEEDING WITH CONSTRUCTION.
- CITY SHALL COORDINATE AND SECURE ANY NECESSARY AGREEMENTS AND/ OR EASEMENT WITH PROPERTY PRIOR TO ANY WORK ON PRIVATE PROPERTY. NO WORK SHALL BE PERFORMED OUTSIDE OF THE RIGHT-OF-WAY WITHOUT PRIOR AUTHORIZATION BY THE ENGINEER.
- IF DISTURBED, HMA PAVEMENT SECTION SHALL BE REPLACED PER PRE-APPROVED PLAN NO. CK-R-12.
- SITE AND SEWER STRUCTURE IMAGES PROVIDED WITH THESE PLANS AND APPENDIX A OF THE SPECIAL PROVISIONS ARE FOR REFERENCE ONLY AND ARE INTENDED TO ILLUSTRATE EXISTING SITE CONDITIONS AT SPECIFIC LOCATIONS OF THE PROJECT TO AID THE CONTRACTOR IN WORK PLANNING EFFORTS. THEY DO NOT REPRESENT ALL SITE CONDITIONS AFFECTING THE WORK OR REQUIRING CONSIDERATION BY THE CONTRACTOR AND SHOULD NOT BE RELIED UPON FOR BIDDING PURPOSES.
- THE CONTRACTOR SHALL IMPLEMENT AND INSTALL TESC AS REQUIRED FOR THE WORK TO COMPLY WITH CITY STANDARDS AND PROJECT SPECIFICATIONS FOR EROSION AND WATER CONTROL. WHEN REQUIRED THE CONTRACTOR SHALL IMPLEMENT AND INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AND TYPICAL BMP FACILITIES (TESC) INCLUDING, BUT NOT LIMITED TO THE CITY STANDARD PLAN NOTES ON SHEET C0.02 AND PRE-APPROVED PLANS ARE INCIDENTAL TO THE WORK.
- THE LOCATION OF THE ACTIVE SEWER LATERAL(S) SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

TRAFFIC CONTROL NOTES:

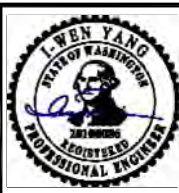
- THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO THE CITY AND THE ENGINEER FOR APPROVAL AT A MINIMUM OF TWO WEEKS PRIOR TO BEGINNING THE WORK.
- ACCESS TO ANY EXISTING DRIVEWAYS AND PEDESTRIAN ROUTES/ FACILITIES SHALL BE MAINTAINED AT ALL TIMES.

LEGEND:

- PROPOSED EXISTING SANITARY SEWER PIPE TO CIPP LINE
- APPROXIMATE SPOT REPAIR LOCATION
- EXISTING SANITARY SEWER LATERAL PIPE (12 O'CLOCK ORIENTATION)
- EXISTING SANITARY SEWER LATERAL PIPE
- EXISTING SANITARY SEWER PIPE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN PIPE
- EXISTING STORM DRAIN CATCH BASIN
- EXISTING WATER PIPE UTILITY
- EXISTING WATER METER UTILITY
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE UTILITY
- EXISTING RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE
- EXISTING GAS UTILITY
- EXISTING GAS METER UTILITY
- SITE IMAGE REF., SEE NOTE X



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STA 2+50 TO STA 5+00

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