

Set No. _____

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

**CHECK VALVE STATIONS –
HIGHLANDS TEMPORARY REGIONAL
BOOSTER PUMP STATION**

**CIP No. 057-0003
Job No. 01-26-PW**



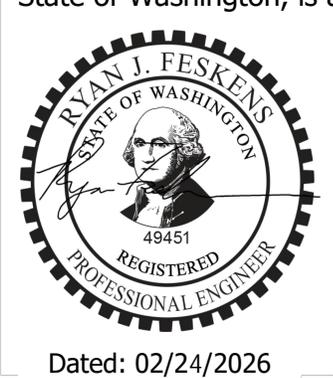
**City of Kirkland
Department of Public Works
123 Fifth Avenue
Kirkland, Washington 98033**

**CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS**

**Check Valve Stations – Highlands Temporary Regional Booster Pump Station
CIP NO. 057-0003
JOB NO. 01-26-PW**

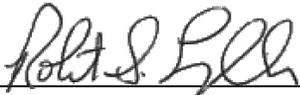
Certificate of Engineer:

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



Ryan Feskens, P.E.
Project Manager, RH2 Engineering

Approved for Construction:



Robert English, P.E.
Capital Division Manager



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City of Kirkland

INVITATION TO BID

INVITATION TO BID

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at 2:00 PM, local time on March 16, 2026, for the project hereinafter referred to as:

**Check Valve Stations
Highlands Temporary Regional Booster Pump Station
CIP NO. 057-0003
PROJECT JOB NO. 01-26-PW**

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

The work to be performed under these specifications consists of furnishing all labor, tools, materials, and equipment necessary for construction of the **Check Valve Stations – Highlands Temporary Regional Booster Pump Station**.

The project includes the construction of two check valve stations on separate sites along 116th Ave NE. Specific work includes, but is not limited to, relocation of existing utilities, construction of water main to facilitate connection to new check valve stations, connections to existing water mains, installation of City provided vaults, installation of mechanical piping and valving within the vaults, trenching, backfill and temporary surface restoration. The estimated cost for this project is in the range of \$425,000 to \$475,000 based on the base bid.

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

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

Questions regarding this project shall be submitted in writing to Nick Sondergaard via email only at NSondergaard@kirklandwa.gov. Questions via phone will not be accepted. Bidders shall submit questions no later than 5:00 P.M. on March 10, 2026.

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

No bids may be withdrawn within sixty (60) after the actual date of the bid opening.

Published: Daily Journal of Commerce – February 24, 2026 and March 03, 2026

GENERAL INFORMATION, PROPOSAL, & CONTRACT



City of Kirkland



CITY OF KIRKLAND

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**CITY OF KIRKLAND
INFORMATION FOR BIDDERS**

Bidders must bid on all items contained in the proposal.

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

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

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

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

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

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

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

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

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

1. CONTRACT

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

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

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

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

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

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

**CITY OF KIRKLAND
BIDDER RESPONSIBILITY CRITERIA CHECKLIST**

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

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

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA CHECKLIST

The bidder must:

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

MUST BE SUBMITTED WITH PROPOSAL

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

**CITY OF KIRKLAND
SUBCONTRACTOR RESPONSIBILITY CRITERIA CHECKLIST**

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
- 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. Have:
 - a) Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 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;
 - 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**



**CHECK VALVE STATIONS
HIGHLANDS TEMPORARY REGIONAL BOOSTER PUMP STATION**

CIP NO. 0570003
JOB NO. 01-26-PW

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

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

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

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

The Bidder agrees to hold its bid proposal open for 60 days after the actual date of bid opening and to accept the provisions of the Instructions to Bidders regarding disposition of bid bond.

The Bidder agrees that if this proposal is accepted, it will, within twenty (20) calendar days after notification of acceptance, execute the contract with the Owner in the form of contract included in the contract documents, and will, at the time of execution of the contract, deliver to the Owner the Performance and Payment Bond and all Certificates of Insurance required therein, and will, to the extent of its proposals, furnish all machinery, tools, apparatus, and other means of construction and do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the engineer or other project manager designated thereunder.

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

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

MUST BE SUBMITTED WITH PROPOSAL

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

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

The undersigned bids and agrees to complete all construction of the **CHECK VALVE STATIONS – HIGHLANDS TEMPORARY REGIONAL BOOSTER PUMP STATION; JOB NO. 01-26-PW** for the following:

Total Computed Price (in figures): \$ _____

Washington State Sales Tax 10.4% (in figures) \$ _____
Per WAC458-20-170

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

Washington State Contractor's Registration Number

Contractor's Industrial Insurance Account Number

MUST BE SUBMITTED WITH PROPOSAL

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 **CHECK VALVE STATIONS – HIGHLANDS TEMPORARY REGIONAL BOOSTER PUMP STATION, JOB NO. 01-26-PW.**

**CITY OF KIRKLAND
 BID SCHEDULE**

CHECK VALVE STATION
 HIGHLANDS TEMPORARY REGIONAL BOOSTER PUMP STATION
 JOB NO. 01-26-PW

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

Item No.	Item Description	Spec Ref.	Est. Qty.	Unit	Unit Price	Amount
1	Mobilization, Demobilization, Site Preparation and Clean-Up	Div 10	1	LS		
2	Erosion and Sedimentation Control	Div 10	1	LS		
3	Excavation Safety and Shoring	Div 10	1	LS		
4	Project Temporary Traffic Control (min. \$20,000)	Div 10	1	LS		
5	Concrete and Asphalt Removal	Div 10	110	SY		
6	Install 8-inch Ductile Iron, Class 52, Water Main	Div 10	80	LF		
7	Install 12-inch Ductile Iron, Class 52, Water Main	Div 10	85	LF		
8	Extra Ductile Iron Fittings	Div 10	100	LB		
9	8-inch Gate Valves	Div 10	5	EA		
10	12-inch Gate Valves	Div 10	3	EA		
11	Irrigation Relocation, North Check Valve Station	Div 10	1	LS		
12	Forbes Creek Park Power Relocation	Div 10	1	LS		
13	Connection to Existing Water Main	Div 10	2	EA		
14	North Check Valve Station	Div 10	1	LS		
15	South Check Valve Station	Div 10	1	LS		
16	Permanent Trench Patch	Div 10	75	SY		
17	Startup and Testing (min. \$5,000)	Div 10	1	LS		
18	Final Restoration	Div 10	1	LS		
19	Minor Change	Div 10	1	FA	\$20,000	\$20,000
20	Record Drawings (min. \$2,500)	Div 10	1	LS		

TOTAL COMPUTED PRICE: \$ _____

WA Sales Tax 10.4% 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 _____

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.

MUST BE SUBMITTED WITH PROPOSAL

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. Similar projects shall include minimum of 200 linear feet of 8" or greater ductile iron water main and vaults with a minimum size of 5' wide by 7' long. Include contract amount and contact information for references:

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

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

Bank reference(s): _____

Washington State Contractor Registration No.: _____

Uniform Business Identification No.: _____

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

Authorized Signature: _____

Print Name: _____ Title: _____

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

RCW 39.30.060 requires the following:

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

(a) At the published bid submittal time, the names of the subcontractors and proof of license with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work, if it is licensed to perform the work for which it has named itself. ...; and

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

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

Each bidder shall submit a list of:

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

**CITY OF KIRKLAND
SUBCONTRACTOR IDENTIFICATION LIST**

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

Proposed Subcontractors and items of work to be performed:

Subcontractor Name: _____

Subcontractor License #: _____

Item Numbers: _____

Subcontractor Name: _____

Subcontractor License #: _____

Item Numbers: _____

Subcontractor Name: _____

Subcontractor License #: _____

Item Numbers: _____

Subcontractor Name: _____

Subcontractor License #: _____

Item Numbers: _____

Subcontractor Name: _____

Subcontractor License #: _____

Item Numbers: _____

- make additional pages if necessary -

Work to be performed by Prime Contractor:

Item Numbers: _____

**CITY OF KIRKLAND
BIDDER'S CHECKLIST**

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

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



CITY OF KIRKLAND

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CITY OF KIRKLAND PUBLIC WORKS AGREEMENT

Version:063020

Check Valve Stations

Highlands Temporary Regional Booster Pump Station

JOB NO. 01-26-PW

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

WITNESSETH:

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

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

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "CHECK VALVE STATION – HIGHLANDS TEMPORARY REGIONAL BOOSTER PUMP STATION, Job No. 01-26-PW"

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

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

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

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

BY: _____
Tracey Dunlap, Deputy City Manager



PERFORMANCE BOND

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

Bond No. _____

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

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **CHECK VALVE STATIONS – HIGHLANDS TEMPORARY REGIONAL BOOSTER PUMP STATION, Job #01-26-PW**, which is hereby made a part of this bond as if fully set forth herein;

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

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

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

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

Signed this _____ day of _____, 2____.

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

City/Zip: _____ City/Zip: _____

Telephone: () _____ Telephone: () _____

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



LABOR, MATERIAL AND TAXES PAYMENT BOND

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

Bond No. _____

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

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **CHECK VALVE STATIONS – HIGHLANDS TEMPORARY BOOSTER PUMP STATION, Job #01-26-PW**, which contract is by this reference made a part hereof;

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

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

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

(Form continues on next page)

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

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

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

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

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

END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM

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

CHECK VALVE STATIONS
HIGHLANDS TEMPORARY REGIONAL BOOSTER PUMP STATION
JOB NO. 01-26-PW

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

Select
One

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

- (2) Retainage Bond

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

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

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

CONTRACTOR:

Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

RETAINAGE BOND
RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED

Contract Title	_____
Contract Number	_____
Contractor Name	_____

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

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

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

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

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

PROVIDED HOWEVER, that:

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

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

SURETY

PRINICIPAL

By: _____
 Name/Title

By: _____
 Name/Title

OF: _____

OF: _____

Surety Name and Local Office of Agent: _____

Surety Address and Phone of Local Office and Agent: _____

CITY OF KIRKLAND
RETAINED PERCENTAGE ESCROW AGREEMENT
CHECK VALVE STATIONS
HIGHLANDS TEMPORARY REGIONAL BOOSTER PUMP STATION
JOB NO. 01-26-PW

Escrow No. _____

City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

Contractor: _____

Address: _____

Project Description: _____

TO: Escrow Bank or Trust Company:

Name: _____

Address: _____

Attention: _____

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

INSTRUCTIONS

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

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

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

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

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

CONTRACTOR:

CITY OF KIRKLAND:

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Title

Title

Address: _____

123 Fifth Avenue
Kirkland, Washington 98033

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

ESCROW BANK OR TRUST CO:

By: _____
Authorized Signature

Print or Type Name

Title

Securities Authorized by City of Kirkland (select one):

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

RETURN THIS SIGNED AGREEMENT TO:

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



CITY OF KIRKLAND RETAINAGE RELEASE REQUIREMENTS

DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

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

Department of Labor/Industries
Employment Standards Division
General Administration Building
Olympia, Washington 98504
(360) 956-5335
2. Notice of Completion of Public Works Contract (City generates)

Department of Revenue
Excise Tax Division
Olympia, Washington 98504
3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)

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

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

Claims against retainage or Payment Bond filed with City by any such
subcontractor, workman, or material supplier.
6. Current insurance certificate through retainage release (Contractor generates)
7. Produce final invoice for retainage if bond is not selected (Contractor generates)

GENERAL SPECIAL PROVISIONS



City of Kirkland

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GSP DIVISION 1



City of Kirkland

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 **Check Valve Stations – Highlands Temporary Regional Booster Pump Station**.

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 Manual M21-01, current edition
- City of Kirkland Public Works Department Pre-Approved Plans and Policies, current year edition.

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

DIVISION 1 - GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This contract provides for the construction of two check valves stations on separate sites along 116th Ave NE. Specific work includes, but is not limited to, relocation of existing utilities; construction of water main to facilitate connection to new check valve stations; connections to existing water mains; installation of City provided vaults; installation of mechanical piping and valving within the vaults; trenching; backfill; and temporary and permanent surface restoration; and all related Work, all 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

(January 1, 2026 COK GSP)

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

1-02.1(1) Supplemental Qualifications Criteria

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

Add the following new section:

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

(January 1, 2026 COK GSP)

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

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

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

Any Bidder may, no later than five (5) business days before the bid submittal deadline, request that the Contracting Agency modify the supplemental criteria. Such request must be in writing, describe the nature of the concern(s), and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. The Contracting Agency will evaluate the information submitted by the Bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the Contracting Agency will issue an Addendum to the Bid Documents identifying the new criteria.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Special Provisions	2	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.

1-02.4(1) General

(December 30, 2022 APWA GSP Option B)

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents shall request the explanation or interpretation in writing by close of business 5 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

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

(April 22, 2025 APWA GSP, Option B)

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

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

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

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

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

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

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

A bid by a partnership shall be executed in the partnership name and signed by a partner.

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

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;

5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

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

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

1-02.8 Noncollusion Declaration and Lobbying Certification

(January 1, 2016 COK GSP)

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

Conflict of Interest

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

1-02.9 Delivery of Proposal

(November 21, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

GENERAL

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

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

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

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

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals

(November 21, 2025 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a subcontractor list as required in Section 1-02.6;
 - f. The Bidder fails to submit the Bidder Questionnaire, if applicable, as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
 - g. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

- h. The Bidder fails to submit the Statement of Bidder's Qualification, as required by Section 1-02.1(1).
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(January 1, 2026 COK GSP, Option D)

Delete this section and replace it with the following:

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

Supplemental Bidder Responsibility Criteria:

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

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

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

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

The basis for evaluation of Bidder compliance with the Mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

Request to Change Supplemental Criteria:

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

Decision and Appeal:

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

1-02.15 Pre Award Information

(April 22, 2024 COK GSP)

This section is supplemented with the following:

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and

recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

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 ten (10) calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of seven (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).

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

(April 25, 2019 COK GSP)

Add new Section 1-03.8.

1-03.8 Escrow Bid Document Preservation

Scope and Purpose

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

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

Definition: Bid Documentation

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

Submittal of Bid Documentation

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

Affidavit

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

Verification

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

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

Supplementation

Documents listed in the affidavit but not enclosed in the sealed container through error or oversight shall be submitted in a sealed container within five calendar days after the opening of the original container. Also, any Bid documentation that is illegible shall be replaced with legible

copies and furnished within five calendar days after the opening of the original container. The face of the container shall show the same information as the original container except the container shall be marked "Supplemental Bid Documentation". The same procedure used in verifying the contents of the original container shall be used in verifying the contents of the supplemental submittal.

Duration and Use

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

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

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

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

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

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

Remedies for Refusal or Failure to Provide Bid Documentation

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

Confidentiality of Bid Documentation

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

Cost and Escrow Instructions

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

1-04 SCOPE OF THE WORK

(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.

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

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$20,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes

may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time

1-04.6 Variation in Estimated Quantities

(December 30, 2022 APWA GSP, Option B)

Revise the first paragraph to read:

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

1-04.8 Progress Estimates and Payments

(October 26, 2025 COK GSP)

This section is supplemented with the following:

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

1-04.11 Final Cleanup

(January 1, 2016 COK GSP)

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

1-05.4 Conformity with and Deviations from Plans and Stakes

(January 1, 2020 COK GSP)

Section 1-05.4 is supplemented with the following:

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

(January 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 sets of off-set points provided each location point shown in the location tables Cut/Fill shall reference elevations of the finish grade of the top lid of the structure.
 - b. Each pole riser and stub up, shall have at least one set of off-set hubs provided with cut/fills to finish ground elevations.

- c. Finish grade elevations of all structures shall be determined by the Contractor based on the typical sections and details provide on the Contract Drawings.
- 4. Offset stakes at face or walls.
- 5. Offset staking of all drainage structures and drainage pipes at 50-foot intervals.
- 6. Location of all right-of-way and easements adjacent to the work area as shown on the right-of-way Plans.
- 7. Offset of all permanent concrete sidewalks, curb ramps, and driveways.

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

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

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

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

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

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

1-05.4.3 Monuments

The Contractor shall work to preserve the existing monumentation as provided in RCW 58.09.130 and WAC 332-120. The Contractor shall notify the Engineer immediately if it becomes apparent that a survey marker will be disturbed due to construction. The Contractor shall allow ample time for the Engineer to acquire adequate information so that the monument may be replaced in its original position and so that a reference monument can be set. The Engineer will notify the Contractor if or when the monument will be reset to its original position. All costs associated with the replacement of monuments damaged or destroyed prior to being referenced shall be deducted from monies due to the Contractor.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

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.

1-05.9 Equipment

(January 1, 2016 COK GSP)

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

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

1-05.10 Guarantees

(January 1, 2016 COK GSP)

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.

1-05.11 Final Inspection

(October 1, 2005 APWA GSP)

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

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

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

1-05.12 Final Acceptance

(March 8, 2013 APWA GSP)

Add new Section 1-05.12(1).

1-05.12(1) One-Year Guarantee Period

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the

event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor

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

Replace the third paragraph of this section with the following:

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

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

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

(October 1, 2005 APWA GSP)

Add the following new section:

1-05.16 Water and Power

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

(March 8, 2013 APWA GSP)

Add new Section 1-05.18.

1-05.18 Record Drawings

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

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

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

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

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

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

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

Vertical

Horizontal

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

Making Entries on the Record Drawings:

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

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

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$ 2,500)	Lump Sum
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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

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

(February 17, 2022 COK GSP)

Revise the first paragraph to read:

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

1-06.2(2)B Financial Incentive

(January 4, 2024 AWWA GSP)

Replace the first sentence of this Section with the following:

The maximum Composite Pay Factor shall be 1.00.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

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

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

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

(*****)

Recycled materials are not allowed as backfill material for ductile iron pipes.

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.

1-07.2 State Taxes

(June 27, 2011 APWA GSP)

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

1-07.2 State Sales Tax

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.5(3) State Department of Ecology

(January 1, 2021 COK GSP)

Supplement this section with the following:

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

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

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

Revise the paragraph 6 to read:

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

Revise the paragraph 8 to read:

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

1-07.6 Permits and Licenses

(January 1, 2021 COK GSP)

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)).

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

(January 1, 2021 COK GSP)

Add new Section 1-07.6(1)

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

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

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

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

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

(January 1, 2021 COK GSP)

Add new Section 1-07.6(2)

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

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

A City of Kirkland Temporary Use Permit is not required for additional use of areas located in a City of Kirkland right-of-way (ROW) and not indicated in the Plans or other Contract Documents. However, the Contractor shall not occupy additional City of Kirkland ROW not shown as part of the Work without advance written approval by the Engineer. Contractor shall photograph and/or video document the existing conditions of ROW used. Any damage or degradation of the existing conditions in these areas shall be repaired and/or replaced by

the Contractor at no additional cost to the City of Kirkland.

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

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

1-07.9(1) Wages

(January 13, 2025 COK GSP)

Supplement this section with the following:

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20250001. These rates are applicable to roadway/highway construction.

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

1-07.9(5)A Required Documents

(July 8, 2024 APWA GSP)

This section is revised to read as follows:

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

1-07.11(2) Contractual Requirements

(November 25, 2024 APWA GSP)

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

1-07.14 Responsibility for Damage

(January 1, 2016 COK GSP)

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.

1-07.17 Utilities and Similar Facilities

(January 1, 2020 COK GSP)

Section 1-07.17 is supplemented with the following:

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

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

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

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

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

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

Utility	Agency/Company	Address	Contact	Phone
Water/Sewer	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	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	Jamie Lamb Kelly Nesbitt	(425) 471-1483 (425) 521-3750
Street	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Ryan Fowler	(425) 587-3900
Natural Gas	Puget Sound Energy	P.O. Box 97034 EST-11W Bellevue, WA 98009-9734	Kiara Skye	(425) 213-9205
Electric	Puget Sound Energy	35131 SE Center St Snoqualmie, WA 98065	Kiara Skye	(425) 213-9205
Telephone/ FIOS	Zipty Fiber	P.O. Box 1127 Everett, WA 98206	Cheryl Schneider	(425) 949-0230
FIOS	Astrobound/Wave Broadband		Richard Hays	(360) 631-4134

FIOS	CenturyLink/Lumen	22817 SE Issaquah-Fall City Rd, WA, 98027	Kayvan Fassnacht	(425) 213-9378
FIOS	Zayo	22651 83 rd Ave. S. Kent, WA 98032	Rusty Perdieu	(706) 889-6967
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Chris Combs	(425) 273-7832
Network	Verizon/MCI	11311 NE 120 th St Kirkland, WA 98034	Kenny Terhune Scott Christenson	(425) 301-8658 (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	Mark LaFalce	(206) 477-1140 (206)477-9868
Water (Northeast area of Kirkland)	Woodinville Water District	17238 NE Woodinville Duvall Road, Woodinville, WA 98072	Christian Hoffman	(425) 487-4142
Olympic Pipeline	BP		Kenneth Metcalf Joseph Stone	(425) 981-2575 (425) 981-2506
Water (along 132 nd Ave NE)	Seattle Public Utilities		Mike Freeman	(206) 684-8117

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

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

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

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

Other Notifications

Service Area Turn Off: All service area turn off notices must be distributed to affected parties two working days in advance of any scheduled shut off. City to provide door hangers and

affected service area map. The contractor shall fill in all required information prior to hanging door hanger.

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

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

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

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

(January 1, 2016 COK GSP)

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:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

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

1-07.23 Public Convenience and Safety

(January 1, 2016 COK GSP)

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)

Pedestrian Control and Protection

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

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

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

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

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

1-07.23(1) Construction under Traffic

(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

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

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

(January 1, 2021 COK GSP)

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

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

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

(May 25, 2006 APWA GSP)

1-08.0 Preliminary Matters

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 21, 2025 APWA GSP)

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

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

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

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

(January 1, 2021 COK GSP)

Add new Section 1-08.0(2).

1-08.0(2) Hours of Work

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

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

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

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

The Engineer will consider requests and determine conditions and limitations as the Engineer deems necessary, in conformance with the conditions of support for local permitting described in Section 1-07.6 of the Standard Specifications and these Special

Provisions. These conditions and limitations are additional to any conditions or limitations that may be required by Contracting Agency permits and/or variances. These conditions may include, but are not limited to:

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

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

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

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

Arterial Streets

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

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

1-08.1 Subcontracting

(January 1, 2016 COK GSP)

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

(November 25, 2024 APWA GSP)

Delete this section and replace it with the following:

1-08.1(7)A VACANT

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

(November 25, 2024 APWA GSP)

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

1-08.1(9) Submittal of Executed Subcontracts

(April 22, 2025 APWA GSP, Option B)

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

Vacant

1-08.3 Progress Schedule

(January 1, 2016 COK GSP)

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

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit one (1) electronic and ten (10) hard 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.

1-08.4 Prosecution of Work

(July 23, 2015 APWA GSP)

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 **five** 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.

1-08.5 Time for Completion

(November 25, 2024 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days:

- (1) charged to the contract the week before;
- (2) specified for the physical completion of the contract; and
- (3) remaining for the physical completion of the contract.

The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written

Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
3. Certified Payrolls (per Section 1-07.9(5)).
4. Material Acceptance Certification Documents
5. 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
6. Final Contract Voucher Certification
7. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
8. 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).
9. Property owner releases per Section 1-07.24

(*****)

Section 1-08.5 is supplemented with the following:

This project shall be substantially completed in its entirety within 40 working days and by May 18, 2026.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also

cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of **\$3,000** for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

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

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(5) *Measurement*

(December 30, 2022 APWA GSP)
Revise the first paragraph to read:

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

1-09.6 Force Account

(December 30, 2022 APWA GSP)

Supplement this section with the following:

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

1-09.7 Mobilization

(December 30, 2022 APWA GSP)

Delete this Section and replace it with the following:

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

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

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

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

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

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.

1-09.9 Payments

(July 8, 2024 COK GSP)

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

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

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

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

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

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

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

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

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

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

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

09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

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

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

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

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(1) General

(April 26, 2023 COK GSP)

Revise this section to read:

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

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

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

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

1-09.13 Claims Resolution

(October 1, 2005 APWA GSP, Option A)

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

Delete this Section and replace it with the following:

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

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

(February 1, 2021 COK GSP) Option B

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 Administration of Arbitration

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-09.13 (4) Venue for Litigation

(December 30, 2022 APWA GSP)

Revise this section to read:

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

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.

1-10.3(3)C Portable Changeable Message Sign

(April 18, 2018 COK GSP)

Supplement this section with the following:

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

1-10.5 Payment

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

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

Revise the pay item name to read:

“Project Temporary Traffic Control, min. Bid **\$ 20,000**”, lump sum.

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

(January 13, 2025 COK GSP)

Supplement this Section with the following:

“Project Temporary Traffic Control”, lump sum.

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

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

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

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

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

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

complete the work in fewer working days than allowed the Contract Lump Sum item will be paid in full and shall be consider an incentive to the Contractor for early completion.

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

END OF DIVISION 1

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GSP DIVISION 2

DIVISION 2 – EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3(4) Asbestos Handling and Disposal

2-02.3(4)A Asbestos-Cement Pipe Removal or Abandonment

(***)**

The following section is new.

Description

The Contractor shall remove or abandon in place asbestos-cement (AC) pipe where shown on the Plans, as may be required where out-of-service asbestos-cement water main intrudes or may intrude into or otherwise interfere with the Work, and/or as may be directed by the Engineer. The work under this section includes handling and disposing the AC pipe, together with any asbestos containing waste materials such as pipe fragments, protective clothing, HEPA filters, decontamination rinse water, asbestos-contaminated containers and debris.

For the purposes of this contract, and regulatory compliance, AC pipe shall be considered nonabsorbent, friable asbestos-containing material. For the purposes of WAC 296-62-077 and 296-65, the work under this section shall be classified as “Class II asbestos work.” Asbestos is classified as a Class 9 hazardous material, Identification Number NA 2212, under CFR Title 49 “Transportation.”

Under no circumstances will review, approval, or acknowledgement of the Contractor’s proposed or actual activities by the Contracting Agency or Engineer relieve the Contractor from responsibility to comply with all asbestos regulations.

Certifications

The Contractor shall designate a Competent Person [a Washington State Certified Asbestos Supervisor (CAS)] to personally supervise the removal, handling, and disposal of the asbestos, and to ensure that the Work involving the asbestos is accomplished by certified asbestos workers pursuant to the requirements of the Washington State Department of Labor and Industries, and federal law. The CAS shall be on-site during removal and handling of the asbestos, including cutting the pipe, placing and sealing the asbestos in containers, labeling the containers for transport and disposal, and loading the containers into the transport vehicle(s) that will remove the material from the site.

All work must be performed by certified asbestos workers unless the Contractor provides documentation that the work does not qualify as an “asbestos project” as defined in WAC 296-62-07722(3)(ii)(C). Documentation includes L&I approval of the asbestos training program as defined in WAC 296-65-015.

After existing AC pipe is exposed, the CAS will be allowed to determine if the pipe is friable or non-friable, and based on such determination the CAS may propose alternate methods for working with AC pipe than are described herein. Such

determination will not change the general scope of the work to remove and/or abandon pipe where specified.

Prior to commencing asbestos related work, the Contractor shall furnish the Engineer with copies of the current certifications for the CAS and asbestos workers.

Permits and Notifications

The Contractor shall ensure that the removal, handling, haul, and disposal of the waste asbestos meets the requirements of EPA regulation 40 CFR Part 61, local health department regulations, Federal Motor Carrier Safety Act, all other applicable regulations, and these contract provisions.

Prior to performing any contract work, the Contractor shall obtain all permits from, and provide notification to, the Washington State Department of Labor and Industries, the Puget Sound Air Pollution Control Authority (PSCAA), and other permitting and regulatory agencies with jurisdiction over the work involving asbestos as the law requires.

Prior to commencing asbestos related work, the Contractor shall provide the Engineer with written verification, including copies, of approvals and notifications that have been given and/or obtained from the required jurisdictional agencies (WAC 296-65-020), and the Contractor's schedule for all work involving asbestos activities. The schedule shall include the sequencing and scheduling of asbestos related work, identify the proposed waste disposal site, and describe the site cleanup procedures. The proposed waste disposal site shall be located in the State of Washington, and shall be permitted to accept asbestos waste material.

Procedures

The Contractor shall ensure the safety of all workers, visitors to the site, and the general public in accordance with all applicable laws, rules, and regulations. Work areas involving asbestos, including areas of removal and handling AC and associated materials, shall be controlled, clearly marked with barriers and asbestos warning signs, Access to the controlled area shall be restricted to authorized personnel only.

Wet methods using appropriate equipment, wetting agents and methods as set forth in Section 4.05(b) of the PSCAA's Regulation III and not prohibited under WAC 296 62 07712(4), are the presumed standard controls and practices for the work. More specifically, following the work procedures described in Appendices A and C in the "Evaluation of Asbestos Exposures During Selected Procedures Involving Underground Asbestos Containing Pipe" (by Schumacher and Associates under contract with the Snohomish County PUD, as published by the Washington Education Training and Resource Center, WETRC). Using proper procedures while cutting pipe with a hand operated carbide wheel, cutting pipe with a hand saw, installing a repair band onto a pipe, cutting pipe with a snap cutter, and installing a tap while the pipe is under pressure can keep asbestos exposure below the permissible exposure limits. Use of alternative controls and practices as recognized in Chapter 296 62 WAC, or that may result in time-weighted average or excursion concentrations exceeding permissible exposure limits, will require initial and

subsequent air monitoring, exposure assessments, supplemental control measures, establishment of regulated area, and associated actions as provided in WAC 296 62-07712(10)(f) and WAC 296 62-07711.

All AC water pipe designated for removal as shown on the Plans, that has been determined to potentially or actually interfere with the Work, or as may be directed by the Engineer for removal, and any asbestos containing waste materials, including pipe fragments, protective clothing, HEPA filters and asbestos-contaminated containers and debris, shall be sealed in a leak tight container or containers as soon as possible after removal, but no later than the end of each work shift. If disposal bags are used to contain and transport the removed asbestos cement materials, the bags shall be: specifically formulated and approved for asbestos material removal, haul, and disposal; a minimum thickness of 6-mil.; and yellow in color. All containers shall be labeled, including asbestos warning, in accordance with regulatory requirements.

Immediately following placement and sealing of the asbestos containing materials in a bag or bags, the sealed bags shall be placed and sealed in a second bag. Each leak-tight container shall be permanently marked with the name of the waste generator (e.g., City of Kirkland), date, location (address) of the generated waste, and quantity of material within the container.

For AC pipe designated on the plans to be abandoned in place, the pipe shall be filled completely with flowable grout or controlled density fill. Provide injection and vent ports if there are not enough useable existing lateral connections or service taps. Provide a filling plan to the Engineer for review and approval no less than two weeks prior to starting. Crushing and burying AC pipe is not allowed.

Haul and Disposal

Properly sealed and labeled containers of removed asbestos shall be hauled from the site and disposed at a waste site permitted to accept such waste. Such containers of removed asbestos may be temporarily stored in an on-site location agreed to by the Contractor, Contracting Agency, and jurisdictional road agency provided that the location is secured and signed in accordance with applicable rules and regulations. If a mutually acceptable on-site location for the secure, temporary storage of the containers cannot be determined, the Contractor shall remove the containers from the site no later than the end of each work shift. In no event shall the Contractor allow the removed asbestos and containers to remain on private property, or to be transshipped to an intermediate off-site storage area or comingled with other materials. The Contractor shall dispose asbestos within 10 days of removal in accordance with the provisions of Section 4.07 of the PSCAA's Regulation III.

Transportation vehicles and drivers that move the asbestos waste material from the project to the disposal site shall comply with federal and state labeling, shipment record-keeping, and licensing requirements.

The Contractor shall be responsible to track the removed asbestos using the disposal site's or Contracting Agency's prescribed Waste Material Shipment Record form or if one does not exist, the form available on the Puget Sound Clean Air

Agency website, and to ensure that the requisite signatures are obtained of the material transfer and disposal process. The material information on the form shall provide a direct correlation between the removed asbestos, the sealed and labeled containers of removed asbestos, and the transported and disposed containers of removed asbestos. The Contractor shall provide the original copy of the completed Waste Material Shipment Record form(s) to the Engineer within 10-calendar day following disposal.

2-09 STRUCTURE EXCAVATION

2-09.3 Construction Requirements

2-09.3(3)C Preparation for Placing Foundations

(*****)

Supplement this section with the following.

Preparation for installation of utility vaults shall follow the requirements of this section. For precast structures (not including water meter boxes 4-foot square or smaller), excavation shall extend a minimum of 6-inches below the structure base, backfilled with a leveling course of compacted crushed surfacing under the structure. Price for crushed surfacing for foundation is incidental, no separate payment will be made.

END DIVISION 2

GSP DIVISION 5

DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS

(July 18, 2018 APWA GSP)

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

5-04 HOT MIX ASPHALT

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	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

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. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on

the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

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, 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;

- 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 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 Equivalent Single Axle Loads (ESAL's) 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 other-wise 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

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks $\frac{1}{4}$ inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks $\frac{1}{4}$ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

- A. Cracks $\frac{1}{4}$ inch to 1 inch in width - fill with hot poured sealant.
- B. Cracks greater than 1 inch in width – fill with sand slurry.

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

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

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

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

- 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 to 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 Composite Pay Factor (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 Composite Pay Factor (CPF) using the following price adjustment factors:

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

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

5-04.3(9)C5 Vacant

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

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

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (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, Va. 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 Composite Pay Factor (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 Composite Pay Factor (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 subplot 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 Composite Pay Factor (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 PFI 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

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified on the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) ~~Surface Smoothness~~

~~The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ 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 Engineer.~~

~~Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.~~

~~Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.~~

~~When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.~~

~~Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.~~

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

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

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, unless otherwise specified by the Contract Documents or approved by the Engineer in writing, the Contractor shall 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, Metro 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 Paving Plan and for Planing Plan:
 - 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, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - 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 to 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, street car rail, and castings, before planning, see 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 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 equipment as it relates to meeting Specification requirements.

- c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, 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

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

~~HMA CI. ____ PG ____, HMA for ____ CI. ____ PG ____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.~~

~~Roadway cores will be measured per each for the number of cores taken.~~

~~Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.~~

~~Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.~~

~~Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.~~

~~Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.~~

~~Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.~~

~~Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.~~

~~Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.~~

~~Planing bituminous pavement will be measured by the square yard.~~

~~Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.~~

~~Water will be measured by the M gallon as provided in Section 2-07.4.~~

5-04.5 Payment

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

~~“HMA Cl. ___ PG ___”, per ton.~~

~~“HMA for Approach Cl. ___ PG ___”, per ton.~~

~~“HMA for Preleveling Cl. ___ PG ___”, per ton.~~

~~“HMA for Pavement Repair Cl. ___ PG ___”, per ton.~~

~~“Commercial HMA”, per ton.~~

~~The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___ PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG ___”, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.~~

~~“Preparation of Untreated Roadway”, per mile.~~

~~The unit Contract price per mile for “Preparation of Untreated Roadway” shall be full pay for all Work described under 5-04.3(4), with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for “HMA Cl. ___ PG ___” which was used for patching. If the Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.~~

~~“Preparation of Existing Paved Surfaces”, per mile.~~

~~The unit Contract Price for “Preparation of Existing Paved Surfaces” shall be full pay for all Work described under Section 5-04.3(4) with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for “HMA Cl. ___ PG ___” which was used for patching. If the Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.~~

~~“Crack Sealing”, by force account.~~

~~“Crack Sealing” will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.~~

~~“Pavement Repair Excavation Incl. Haul”, per square yard.~~

~~The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ___ PG ___”, per ton.~~

~~“Asphalt for Prime Coat”, per ton.~~

~~The unit Contract price per ton for “Asphalt for Prime Coat” shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).~~

~~“Prime Coat Agg.”, per cubic yard, or per ton.~~

~~The unit Contract price per cubic yard or per ton for “Prime Coat Agg.” shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.~~

~~“Asphalt for Fog Seal”, per ton.~~

~~Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.~~

~~“Longitudinal Joint Seal”, per linear foot.~~

~~The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).~~

~~“Planing Bituminous Pavement”, per square yard.~~

~~The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).~~

~~“Temporary Pavement Marking”, per linear foot.~~

~~Payment for “Temporary Pavement Marking” is described in Section 8-23.5.~~

~~“Water”, per M-gallon.~~

~~Payment for “Water” is described in Section 2-07.5.~~

~~“Job Mix Compliance Price Adjustment”, by calculation.~~

~~“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.~~

~~“Compaction Price Adjustment”, by calculation.~~

~~“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)D3.~~

~~“Roadway Core”, per each.~~

~~The Contractor’s costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.~~

~~“Cyclic Density Price Adjustment”, by calculation.~~

~~“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.~~

(April 20, 2012 COK GSP)

Supplement this section as follows:

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than 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 ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the 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.

END OF DIVISION 5

GSP DIVISION 7

DIVISION 7 – DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

COK GSP (From 1/22/2018 file)

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.3(1) Adjusting Manholes and Catch Basins to Grade

Section 7-05.3(1) is supplemented with the following

Catch basins and similar structures shall be brought to finished grades by methods of construction as required in Section 7-05 and City of Kirkland Pre-Approved Plans. Steel risers are not allowed. Patch adjacent pavement with Class G asphalt concrete pavement. Seal joint with AR4000W and dry sand after patching.

“ADJUST CATCH BASIN WITH NEW SOLID LOCKING LID” shall be constructed in accordance with the Plans.

Any damage to existing catch basins resulting from the Contractor’s operations shall be repaired at the Contractor’s expense.

Contractor shall install agency supplied storm drain markers and adhesive on any new or altered catch basins that have a vaned grate and/or inlet. To install, follow the “Storm Drain Marking” instruction sheet supplied with the storm drain markers. Any work associated with installation of storm drain markers is incidental to other bid items.

7-09 WATER MAINS

7-09.3(5) Grade and Alignment

(*****)

Replace the first sentence of the third paragraph with the following.

The depth of trenching for the water main shall be as shown on the Contracting Agency’s standard trench detail, unless superseded by dimension callouts on the plan or profile drawings.

7-09.3(9) Bedding the Pipe

(*****)

Replace the first two sentences with the following.

See trench detail on the Plans for bedding depths. Native material will not be acceptable.

Bedding for restrained joint pipe must be a granular material composed of crushed rock, gravels, and/or sand. Poorly graded rounded rock (pea gravel or drain rock) or clay are not acceptable. See Special Provisions section 9-03.12(3).

For the purposes of bidding, it is assumed native material will not be satisfactory for bedding and import bedding will be required for the entire project.

7-09.3(10) Backfilling Trenches

(*****)

Supplement this section with the following.

Equipment mounted compactors (hoe-pack, sheepsfoot, vibratory rollers, etc.) shall not be used within 12-inches directly above the pipe.

7-09.3(13) Handling of Pipe

(*****)

Supplement this section with the following.

Do not run lifting chains, cables, or forks through the interior of pipe or fittings as this can damage the interior linings or gasket seating areas. Use only fabric slings when lifting through the interior.

7-09.3(14) Cutting Pipe

(*****)

Supplement this section with the following.

Pipe that has been cut and will be joined in a push-on joint connection shall be beveled by methods recommended by the pipe manufacturer.

If the cut end is not round enough to insert into a joint, the Contractor may attempt to re-round the pipe using a method approved by the manufacturer and the Owner. Do not point load the pipe when applying pressure nor over-correct in an attempt to permanently set the new shape. Once rounded, install into the next joint before relieving pressure on the re-rounding equipment. The Owner will not provide compensation to re-round pipe.

7-09.3(19) Connections

7-09.3(19)A Connections to Existing Mains

(*****)

Supplement this section with the following.

Pothole to verify the configuration, alignment, and size of the existing facilities.
Pothole far enough in advance to procure required fittings without delaying the work.

All connections to existing mains and all testing and disinfection shall be performed under the supervision of the City of Kirkland Department of Public Works Inspectors.

The Contractor shall contact the City of Kirkland Department of Public Works five (5) business days prior to any work requiring the shutdown of existing water mains. The Contractor is required to give two (2) working days notice to all customers affected by a water main shutdown (notices and maps for the shutdown will be provided by the Water Division). Shutdowns shall be scheduled for Mondays, Tuesdays, Wednesdays, and Thursdays between 8:30 am and 2 pm. Shutdowns affecting institutions shall be scheduled at night. Only Water Division personnel or

a designate of the Water Division Manager may operate valves, and/or hydrants, blow-offs, etc., for fills, shut downs, flushing, or recharging of water lines. Two (2) working days notice to the Water Division is required to schedule fills. See City Pre-approved water plan notes for additional information.

Connections to the existing water system will require time for draining. Standby time for draining is incidental to the work, no separate payment.

7-09.3(21) Concrete Thrust Blocking

(*****)

Supplement this section with the following.

Concrete shall not be poured around joints. All fittings to be blocked shall be wrapped with 4-mil polyethylene plastic.

7-09.3(22) Blowoff Assemblies

(*****)

Supplement this section with the following.

Temporary (construction) blowoff assemblies shall be provided as shown on the plans and as required for testing and flushing and shall be incidental to the contract. No separate payment will be made for temporary blowoff assemblies.

7-09.3(23) Hydrostatic Pressure Test

(*****)

Replace the first sentence with the following:

See City Pre-approved water plan notes for pressure testing procedure.

Operate all valves at least once from closed-to-open-to-closed positions while valve is under system (not test) pressure.

7-09.3(24) Disinfection of Water Mains

(*****)

Supplement this section with the following.

Samples will not be taken on Fridays unless approved by the Owner and special arrangements made with the testing lab.

7-09.3(24)N Final Flushing and Testing

(*****)

Supplement this section with the following.

See City Pre-approved water plan notes for flushing and testing information.

7-12 VALVES FOR WATER MAINS

7-12.3(1) Installation of Valve Marker Post

(***)**

Replace this section in its entirety.

Where required by the inspector, to be expected when valves are outside of paved areas, a valve marker post shall be furnished and installed with each valve.

END OF DIVISION 7

GSP DIVISION 8

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

(June 20, 2017 COK GSP)

8-01.1 Description

Section 8-01.1 is supplemented with the following:

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

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

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

Site Specific BMPs and SWPPP Plan

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

Water quality testing and discharge volume reporting required by the project permits shall be performed by the Contractor and is a condition of approval of the SWPPP. The reporting data

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

(June 20, 2017 COK GSP)

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

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

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

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

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

8-01.3(1) General

(June 20, 2017 COK GSP)

8-01.3(1)A Submittals

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

Stormwater Pollution Prevention Plan

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

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

In addition, the SWPPP shall outline the procedures to be used to prevent high pH stormwater. The plan shall include how the pH of the water will be maintained between pH 6.5 and pH 8.5 prior to being discharged from the project or entering surface waters. Prior to beginning any

concrete or grinding work, the Contractor shall submit the plan, for the Engineer's review and approval.

The Ecology template can be found at the following link:

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

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

(June 20, 2017 COK GSP)

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

Supplement this the second paragraph with the following:

3. Inspecting all on-site erosion and sediment control BMPs at least once every five working days and within 24 hours of every runoff event. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but not be limited to the following:
 - a. When, where, and how BMPs were installed, maintained, modified, and removed.
 - b. Observations of BMP effectiveness and proper placement.
 - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
 - d. Approximate amount of precipitation since last inspection and when last inspection was performed.
4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
 - a. SWPPP Inspection Reports or Forms.
 - b. SWPPP narrative.
 - c. Other applicable permits.

(June 20, 2017 COK GSP)

8-01.3(1)C Water Management

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

The Contractor will be responsible for meeting the SWPPP requirements.

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

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

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

(December 14, 2005 COK GSP)

8-02 ROADSIDE RESTORATION

8-02.3 Construction Requirements

Section 8-02.3 is supplemented with the following:

Property Restoration

Property restoration shall consist of placement of topsoil, seed, bark mulch, slope restoration behind sidewalks, retaining walls, and other work necessary to restore all disturbed areas to original condition or better.

~~8-02.4 Measurement~~

~~Section 8-02.4 is supplemented with the following:~~

~~Topsoil will not be measured separately. The cost for furnishing and installing topsoil as specified is included in the unit contract prices for "Property Restoration".~~

~~No unit of measure shall apply to the lump sum price for property restoration.~~

~~8-02.5 Payment~~

~~Section 8-02.5 is supplemented with the following:~~

~~Payment will be made in accordance with Section 1-04.1 of these Specifications for the following bid item(s):~~

~~"Property Restoration", per lump sum.~~

8-05 QUALITY OF WORKMANSHIP

(NEW SECTION)

(***)**

This Section 8-05 is added to the Contract Special Provisions.

8-05.3 Construction Requirements

8-05.3(1) Cast-in-place concrete

Although only curb, gutter, and sidewalk is mentioned, this section shall apply to all curb, gutter, spillway, sidewalk, driveway, stair, ramp, wall, or other cast-in-place concrete. Unless otherwise approved by the Engineer, the Contractor shall have all forms and string lines set at least 24 hours before any concrete pour. Staking shall include all curb cuts, ramps, driveways, and other features shown in the Plans as well allowing time for the Engineer to check locations, lines, and grades. The Contractor shall adjust forms and string lines to ensure proper drainage and ADA compliance. The Engineer's inspection of the forms, string lines, and stakes shall not be considered acceptance of the work.

If after construction, any section of curb or gutter fails to drain, or sidewalk and/or curb ramps exceed the maximum slopes/grades specified, these items shall be removed and replaced at the Contractor's expense.

Curb, gutter, and sidewalk shall be placed to the horizontal and vertical position as indicated in the Plans or as otherwise specified. Where elevations are not provided, the Contractor shall match the existing cross slope as projected with a 10-foot straight edge.

Tie-ins to existing curb, gutter, and sidewalk shall have a 10-foot transition to match existing heights and widths.

The following criteria will be the basis by which the concrete curb, gutter, and sidewalk is measured against:

- The completed surface of the curb, gutter, and sidewalk shall not vary more than 1/8-inch from the edge of a 10-foot straightedge placed on any surface parallel to centerline.
- Curb widths and heights (regardless of curb type) shall not vary by more than 1/8-inch of planned dimensions.
- Sidewalk widths shall not vary by more than 1/4-inch of planned dimensions.
- No bulges and/or indentations shall be visible from placement of expansion joints.

The completed surface of the concrete shall be uniform and free of blemishes from floats, trowels, rain drops, curing compound, etc.

All joints shall be perpendicular to the centerline of the roadway.

All broomed curb and gutter surfaces shall be parallel to the centerline of the roadway.

All broomed sidewalk surfaces shall be perpendicular to the centerline of the roadway.

Should any section of curb, gutter, or sidewalk fail to adhere to the established standards, that section of concrete shall be removed to the nearest expansion joint and replaced at the Contractor's expense. At the option of the Engineer, sub-standard curb, gutter, or sidewalk may be left in place but is subject to a penalty fee of 20% of the unit

bid price for the applicable item(s). Should the Contractor not be able to adhere to the established standards, the Contractor shall make proper modifications to such items as equipment, methods, personnel, etc. to correct the situation. Time spent for removal and replacement of substandard concrete shall not be grounds for additional contract time and/or compensation.

The Contractor shall be responsible to barricade, patrol, or otherwise protect the newly placed concrete to prevent damage from occurring to the concrete. Damaged, vandalized or unsightly concrete shall be removed and replaced at the expense of the Contractor.

All costs for completing the work listed in this section shall be included in the unit bid prices of the applicable items.

END OF DIVISION 8

GSP DIVISION 9

DIVISION 9 – MATERIALS

9-03 AGGREGATES

9-03.12 Gravel Backfill

9-03.12(3) Gravel Backfill for Pipe Zone Bedding

(*****)

Supplement this section with the following.

The table in the Standard Specifications does not apply to pressurized pipe or gravity sanitary sewer. The last paragraph of the Standard Specification does not apply to pressurized pipes.

Definitions:

“Bare” pipe means no poly-bags, thick epoxy coating, tape wrap, or similar exterior protection. Asphaltic or primer coated ductile iron qualifies as “bare”. The Owner has sole discretion to qualify the coating.

Unrestrained: Push-on joints or similar.

Fully restrained: All pipes and fittings are restrained.

Partially restrained: Some pipes and fittings are restrained.

Use the following gradations unless shown otherwise on the plans.

Pressurized pipe, fittings, and valves.

The following bedding materials are approved if provided with WSDOT Aggregate Source Approval documentation.

9-03.4(2) Aggregate for BST: ¾”-½” ; 5/8”-No.4, ½”-No. 4 (4” and larger pipe).

9-03.4(2) Aggregate for BST: 3/8”-No. 4 (3” and smaller pipe).

9-03.8(6) HMA Proportions of Materials: ¾-inch (4” and larger non-metallic pipe and poly-bagged metallic pipe) (see Note 1).

9-03.9(3) Top Course (4” and larger pipe). Can be used for bare metallic pipes only if it meets the sand equivalent criteria shown in Table 1.

9-03.9(4) Maintenance Rock (3” and smaller non-metallic pipe, unrestrained or fully restrained).

9-03.12(4) Gravel Backfill for Drains (4” and larger pipe).

9-03.13 Backfill for Sand Drains (3” and smaller non-metallic pipe, unrestrained or fully restrained).

For bedding materials other than those listed above:

Non-metallic pipes (unrestrained or fully restrained): Table 1 or Table 2.

Non-metallic pipes (partially restrained): Table 1.

Non-metallic pipes (partially restrained): Table 2 (see Note 1)

Metallic pipes (all restrained types, no poly-bags): Table 1.

Metallic pipes with poly-bags (unrestrained or fully restrained). Table 1 or Table 2.

Metallic pipes with poly-bags (partially restrained). Table 1 or Table 2 (see Note 1)

Note 1: If either No. 40 sieve exceeds 25% or No. 200 sieve exceeds 5% then additional restrained joint lengths may be required unless the restrained lengths were calculated using silty-sand or finer material. See special provision 7-08.3(2)K.

Sieve Size	Table 1		Table 2	
	% Passing by Weight		% Passing by Weight	
	Pipe ≥ 4"	Pipe < 4"	Pipe ≥ 4"	Pipe < 4"
1"	99 – 100	100	99 – 100	100
3/4"	80 – 100	100	75 – 100	100
5/8"	70 – 100	99 – 100	50 – 100	99 – 100
3/8"	50 – 100	99 – 100	40 - 100	99 – 100
U.S. No. 4	30 – 100	30 – 100	20 - 100	20 – 100
U.S. No. 10	15 – 85	15 – 85	10 – 85	10 - 85
U.S. No. 40	2 – 25	2 – 25	3 – 50	3 – 50
U.S. No. 200	0 – 5	0 – 5	0 – 10	0 – 10
Sand equivalent	50 min	50 min	35 min	35 min

9-30 WATER DISTRIBUTION MATERIALS

(*****)

Replace the first paragraph with the following.

This Specification addresses pipe and appurtenances 24 inches in nominal inside diameter and smaller. Water distribution material incorporated in the Work shall be new. All materials shall comply with the most current version of the AWWA standard applicable for that material unless specifically stated otherwise.

All materials to be pressure tested shall be rated by the manufacturer for the largest of the following test pressure references:

1. 7-09.(23) for ductile iron and PVC, or
2. 7-16.3(10) for fusion welded HDPE, or
3. The Owner’s standard details, or
4. The applicable AWWA standard (often 1.5 times the material’s rated working pressure).

The Contractor is responsible for verifying the materials supplied meet the working pressure and test pressure requirements. Submit documentation of nonconformities for the Owner’s review no later than during the submittal process.

9-30.1(3) Tracer Wire and Splices

(*****)

Add the following new section.

Tracer wire (locator wire) shall be #12 AWG minimum, single conductor solid, bare annealed copper, 30-Volt construction, with blue water-resistant insulation. Supply in 200-foot coils minimum. Direct bury splice enclosures shall be Spears DS-500 Splice Wire Connector, 3M DBY, or approved equal.

9-30.1(7) Buried Utility Marking Tape

(*****)

Add the following new section.

Where locating wire is not included along the pipeline, the tape shall have a metallic foil core to provide positive detection for pipeline locators. Where locating wire is used, locating tape shall not include any metal components, unless shown otherwise on the plans. This is to prevent locating signal conflicts.

Detectable marking tape shall consist of inert polyethylene plastic that is impervious to all known alkalis, acids, chemical reagents, and solvents likely to be encountered in the soil.

The tape shall be color coded and shall be imprinted continuously over its entire length in permanent black ink. The message shall convey the type of line buried below and shall also have the word "Caution" prominently shown. Color coding of the tape shall be as follows:

Utility Tape	Color
Water	Blue
Irrigation	Purple or Blue
Sewer	Green
Electrical	Red
Gas/Oil	Yellow
Telephone/CATV	Orange

The width of the tape shall be as recommended by the manufacturer for the depth of installation.

9-30.1(8) Restrained Joint Pipe

(*****)

Add the following new section.

Contractor is responsible for the compatibility of the pipe and restraint system proposed in their bid. Restraint system must be rated to no less than the maximum test pressure. See Section 9-30.2(6) and 9-30.2(6)A for restrained fittings and material/coating requirements for all external restraints. Restraints using a gasket with imbedded gripper teeth should not be used where deflection of more than 0.5 degrees (2-inches over 18-feet, or 2,050 ft radius) for push-on restrained joints is needed.

True restrained joints (TRJ) may be used for any diameter restrained pipe, as available. TRJ means the restraint is fabricated integral with the pipe and/or fitting by the manufacturer. May also be referred to as integral, fabricated, or manufactured restrained joint pipe.

For TRJ pipe, provide the manufacturer's installation instructions with the submittals.

Ductile Iron: Unless shown otherwise on the plans, push-on restrained joint pipe 12-inch diameter and smaller shall use gripper gaskets (US Pipe Field-Lok 350 or approved equal) or external bell restraints (EBAA Iron 1700 Megalug Harness or approved equal). Push-on restrained joint pipe 14-inch diameter and larger shall use external bell restraints unless called out otherwise.

9-30.2 Fittings

(*****)

Supplement this section with the following.

Steel bolts, nuts and washers shall be zinc plated. Flange bolts to be ASTM A307 Grade A (or SAE J429 Grade 5); or ASTM A307 Grade B (or SAE J429 Grade 2).

9-30.2(1) Ductile Iron Pipe Fittings

(*****)

Replace the fourth sentence with the following.

Gaskets for flanged fittings shall be full face type. Ring type gaskets are not allowed. Gaskets must be minimum 1/8" thick, with a durometer of 55 to 65, and rated for 250 psi working pressure. Gasket material may be neoprene, cloth inserted rubber, nitrile rubber (Buna-N, NBR), styrene-butadiene rubber (Buna-S, SBR), or chlorinated butyl. Provide fastener torque requirement from the gasket manufacturer.

9-30.2(15) Dismantling Joints

(*****)

Add the following new section.

Dismantling joint shall be capable of repeated installations and removals and capable of the testing and working pressures as specified. Joint adjustment range of no less than 2-inches for 12-inch diameter and smaller pipe, and 3-inches for 14-inch diameter and larger pipe. Joint assembly to include limiting rods to prevent pull-out.

Dismantling joint shall be Romac DJ400 with limit rods or approved equal. Install per the manufacturer's instructions. Set the assembly at the midpoint of the adjustment range unless specifically called out otherwise on the plans.

9-30.3 Valves

9-30.3(1) Gate Valves (3 to 16 inches)

(*****)

Replace this section with the following.

This section applies to gate valves 3-inch through 48-inch diameter.

Gate valves shall be rated for 250 psi working pressure and meet the requirements of AWWA C509 or C515. All exterior valve body bolting (bonnet, stuffing box, gear box) shall use Cor-Ten, 304 (18-8) SS, or 316 SS bolts and nuts.

(*****)

New Section

9-30.3(2) Hydraulic Valves

9-30.3(2)A Hydraulic Check Valves

Hydraulic check valves shall be diaphragm-actuated, hydraulically-operated valves and shall have a cover chamber sealed from the body by a flexible, synthetic rubber diaphragm. Control of the valve shall be from direct-acting, adjustable spring-loaded diaphragm valve(s) as appropriate for the valve function. Pilot controls shall be selected appropriately for the system operational pressure range.

Provide brass or SS nameplates on all valves indicating valve size, inlet side (or flow direction), valve model and control pilot adjustment ranges.

Provide valves with all pilots, and controls preassembled to operate the valve in its intended function. Provide each valve with stainless steel trim. Diaphragm shaft shall be stainless steel.

Provide a valve position sight gauge equal to Cla-Val model X101 for all valves.

All valves shall include speed controls on the opening and closing pilots.

A strainer shall be provided on all valve pilots to prevent clogging by debris in the water.

Provide all hydraulic control valves with an epoxy coating on the interior flow path and exterior body. Interior epoxy shall be certified for potable water use.

Valves shall be Cla-Val Model 81G-02CSVKC check valve.

The valve manufacturer's representative shall inspect the installation prior to operating or field testing. A field test shall be conducted and/or supervised by the valve manufacturer's representative after the piping and controls have been installed. Upon completion of installation and testing, manufacturer's representative shall provide written certification that equipment is fully warranted installed.

9-30.3(2)B Pressure Relief Valve – Pilot-Operated Control

Valves shall be Cla-Val Model 50G-01BVKC pressure relief and sustaining valve.

Pressure sustaining/relief valve shall permit flow whenever inlet pressure exceeds spring setting. When outlet pressure exceeds inlet pressure, valve shall close tight to prevent reverse flow.

9-30.3(4) Valve Boxes

(*****)

Supplement this section with the following.

Refer to Owner's Standard Detail for additional requirements.

9-30.3(6) Valve Stem Extensions

(*****)

Supplement this section with the following.

Refer to Owner's Standard Detail for additional requirements.

9-40 Utility Vaults

9-40.3 Ladder Mounted Extension Post

(*****)

Add the following new section.

Install per the manufacturer's instructions, and in a location approved by the Owner. 1½-inch square or round post riser. Aluminum, stainless steel, or powder coated steel. Post to extend no less than 42-inches.

Lift and turn-to-lock style.

END OF DIVISION 9

GSP DIVISION 10

DIVISION 10 – MEASUREMENT AND PAYMENT (NEW SECTION)

10-1 PAYMENT SCHEDULE

General – Scope

- A. References to Measurement and Payment in the Standard Specifications and General Special Provisions shall be replaced by this Division 10 for this project.
- B. Payment for the various items of the Bid Sheets, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public regulations of public agencies having jurisdiction, including Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedules, and all costs therefore shall be included in the prices named in the Bid Schedules for the various appurtenant items of Work.
- C. The Owner shall not pay for material quantities which exceed the actual measured amount used and approved by the Engineer.
- D. It is the intention of these Technical Provisions that the performance of all Work under the bid for each item shall result in the complete construction, in an accepted operating condition, of each item and the project as a whole.

Work and material not specifically listed in the proposal but required in the Plans, Specifications, and general construction practice, shall be included in the bid prices. No separate payment will be made for these incidental items.

Bid Item 1 – Mobilization/Demobilization, Site Preparation, and Clean-up

The lump sum price shown shall cover the complete cost of furnishing and installing, complete and in-place all work and materials necessary to move and organize equipment and personnel onto the job site, provide and maintain all necessary support facilities and utilities, obtain all necessary permits and licenses, prepare the site for construction operations including installation of site security fencing, provide construction surveying as necessary, and maintain the site and surrounding areas during construction, provide protection of existing utilities, prepare video of the existing work site and provide to the City, final clean-up of the site, and move all personnel and equipment off the site after contract completion.

Payment shall be lump sum. 50% of this bid item will be paid once 10% of the total original contract amount is earned. No more than 50% of the bid amount will be paid prior to the final payment request. **This bid item may not be more than 15% of the total amount of the total bid.**

Bid Item 2 – Erosion and Sedimentation Control

The lump sum price shown shall cover the complete cost of providing all labor, materials, and equipment to furnish, install, and maintain erosion and sedimentation control systems as required by the Contract Documents, including appointing an ESC Lead, street cleaning/sweeping, silt fence, catch basin sediment control, inlet protection, mud and dust control, equipment for water treatment and disposal, water treatment and disposal, plastic sheeting, slope stabilization measures, and maintenance.

The lump sum price shown shall also cover any and all labor, materials, effort and all other aspects required to create a Spill Prevention, Control, and Countermeasure (SPCC) Plan approved by the City and in conformance with WSDOT Standard Specification Section 1 07.15(1). Payment shall be lump sum.

Bid Item 3 – Excavation Safety and Shoring

The lump sum price shown shall cover the complete cost of excavation safety and shoring including: all labor, materials, and equipment for the installation of the safety and shoring work as shown on the Plans, and detailed in the contract specifications, or as required by governing safety codes. Price includes design of the shoring system as required by applicable codes and standards, whether shown on the Contract Documents or not.

Bid Item 4 – Project Temporary Traffic Control

The lump sum price shown shall cover the complete cost for providing all labor, materials, and equipment for developing additional/alternative traffic control plans including pedestrians for City approval, installing, removing, and maintaining all temporary traffic and pedestrian control systems, signs, barricades, sequential arrow boards, portable changeable message signs (PCMS), delineators, striping, concrete barriers, reflectors, lights, and other traffic control devices, clean-up, etc., conforming to the approved Traffic Control Plans and Contract Documents. Payment shall be lump sum. Payment also covers all work for “Flaggers”, as needed for the work being performed and required by the approved Traffic Control Plans. Minimum cost for this bid item shall be \$20,000.

Bid Item 5 – Concrete and Asphalt Removal

The unit price per square yard shall cover the complete cost of providing all materials, equipment and labor necessary for removal of the existing concrete sidewalk, curb and gutter, and asphalt as necessary for installation of the proposed improvements. Measurement shall be per square yard of material removed, regardless of depth.

Bid Item 6 – Install 8-inch Ductile Iron, Class 52, Water Main

The unit price bid per linear foot shall cover the complete cost of providing all materials, equipment and labor necessary for the installation of the water main. Work includes: pipe; fittings; joining; trenching; thrust restraint; thrust blocks; removal of existing AC pipe as necessary for installation; import bedding and backfill; compaction; restoration; temporary surface patching; disinfecting; testing and all other work for a complete installation. Payment shall be per lineal foot as measured through the fittings.

Payment for pipe will be paid no more than 90-percent of the length installed if it has not yet passed both pressure and purity testing.

Bid Item 7 – Install 12-inch Ductile Iron, Class 52, Water Main

The unit price bid per linear foot shall cover the complete cost of providing all materials, equipment and labor necessary for the installation of the water main. Work includes: pipe; fittings; joining; trenching; thrust restraint; thrust blocks; removal of existing AC pipe as necessary for installation; import bedding and backfill; compaction; restoration; temporary surface patching; disinfecting; testing and all other work for a complete installation. Payment shall be per lineal foot as measured through the fittings.

Payment for pipe will be paid no more than 90-percent of the length installed if it has not yet passed both pressure and purity testing.

Bid Item 8 – Extra Ductile Iron Fittings

The unit price shown shall cover the complete cost of providing all materials, equipment and labor necessary for the installation of additional fittings beyond those shown in the Plans. Price shall include trenching; import bedding and backfill; joining; thrust restraint; compaction; restoration, and temporary surface patching. Payment shall be per pound of extra ductile iron fittings.

Bid Item 9 – 8-inch Gate Valves

The unit price shown shall cover the complete cost of providing all materials, equipment and labor necessary for the installation of gate valves per the Owner's standard detail including; valve; valve box and appurtenances; trenching; import bedding and backfill; compaction; marker post for valves outside of pavement, and restoration. Payment shall be per each.

Bid Item 10 – 12-inch Gate Valves

The unit price shown shall cover the complete cost of providing all materials, equipment and labor necessary for the installation of gate valves per the Owner's standard detail including; valve; valve box and appurtenances; trenching; import bedding and backfill; compaction; marker post for valves outside of pavement, and restoration. Payment shall be per each.

Bid Item 11 – Irrigation Relocation, North Check Valve Station

The lump sum price shown shall cover the complete cost of providing all materials, equipment, and labor necessary for relocating the irrigation line located at the north check valve station, including but not limited to: tapping the water main; relocating the meter box, meter, and irrigation control valves; pipe and fittings; joining; trenching; backfill; reconnections; testing; any coordination necessary with the City to restore functionality to the irrigation system once relocated; and all other work for a complete installation.

Bid Item 12 – Forbes Creek Park Power Relocation

The lump sum price shown shall cover the complete cost of providing all materials, equipment, and labor necessary for relocating the power conduit located at the north check valve station, including but not limited to: conduit and fittings; wires; joining; trenching; backfill; reconnections; any coordination necessary with the City and/or utility provider to restore functionality once relocated; and all other work for a complete installation.

Bid Item 13 – Connection to Existing Water Main

The unit price shall cover the complete cost for providing all labor, materials, and equipment for connections to the existing water system including procurement and delivery of materials, excavation, haul disposal of waste, trench dewatering, removal and disposal of existing and temporary pipe and fittings, pipe, fittings, joints, valves, shackle rods, couplings, cleaning, chlorinating, compaction of pipe zone bedding and backfill, and other items necessary to complete the connections to the existing water main per Contract Documents. Prices for connections shall include all pipe, fittings, thrust blocks, temporary surface patching, and other appurtenances identified as part of this Bid Item on the Connection To Existing Plan Sheets. Payment shall be per each connection, one connection to existing per Check Valve Station.

Bid Item 14 – North Check Valve Station

The lump sum price shown shall cover the complete cost of providing all materials, equipment, and labor necessary for installation of the North Check Valve Station per the Contract Documents. The price shall include, but is not limited to: excavation; structure bedding; offloading and installation of City provided vaults in multiple deliveries; concrete sump per Contract Documents; coring of vaults; all pipes and appurtenances shown within the limits shown in the Contract Documents, including hydraulic check valve, pressure relief valve, and associated strainers; temporary piping or blocking if necessary for testing; permanent blocking; concrete sump per Contract Documents; water tight sealing of penetrations into the vault; ladders and installation of the ladders; backfill of the vaults; and all other work for a complete installation.

Bid Item 15 – South Check Valve Station

The lump sum price shown shall cover the complete cost of providing all materials, equipment, and labor necessary for installation of the South Check Valve Station per the Contract Documents. The price shall include, but is not limited to: temporary relocation of existing mailboxes; excavation; structure bedding; offloading and installation of City provided vaults in multiple deliveries; concrete sump per Contract Documents; coring of vaults; all pipes and appurtenances shown within the limits shown in the Contract Documents, including hydraulic check valve and strainer; temporary piping or blocking if

necessary for testing; permanent blocking; water tight sealing of penetrations into the vault; ladders and installation of the ladders; backfill of the vaults; and all other work for a complete installation.

Bid Item 16 – Permanent Trench Patch

The unit price shown shall cover the complete cost of providing all materials, equipment, and labor necessary for restoration of disturbed paved areas. Price shall include: saw cutting to neat line; asphalt; compaction; joint sealing; repainting of damaged striping; adjustment of valve boxes and other structures; and cleanup. Payment shall be per square yard.

Temporary asphalt patching prior to final patching shall be incidental to the related pipe installation bid item. No extra payment for overly wide patching will be made unless extra trench widths were directed by the Engineer or the Engineer deems that circumstances beyond the control of the Contractor resulted in excessive patching width.

Bid Item 17 – Startup and Testing

The lump sum price shown shall cover the complete cost of providing all labor and materials necessary for testing and startup of the project as shown on the Plans, and detailed in the contract specifications. Payment shall be lump sum. Partial payment of up to 50 percent of the total bid item cost is allowed no earlier than first Contractor initiated testing date. Final 50 percent of payment shall not be paid until testing of the stations are complete, and the check valve stations are completely operational, and staff trained as determined by the Owner and Engineer. Minimum cost for this bid item shall be \$5,000.

Bid Item 18 – Final Restoration

The lump sum price shown shall cover the complete cost of providing all materials, equipment, and labor to restore existing landscaping and surface features to their original condition or better as required by the Contract Documents, including, but not limited to yards, topsoil, sod, lawn establishment, bark, mulch, fences, crushed rock surfacing, water meters and boxes, mailboxes that were relocated during construction, landscape rocks, asphalt sidewalk and curb, and striping and other preexisting pavement markings. This bid item covers restoration at both the north and the south check valve stations.

Bid Item 19 – Minor Change

The “by calculation” (CALC) contract price for “Minor Change (Force Account)” shall be in accordance with WSDOT Standard Specification Section 1-04.4(1). This shall include all temporary traffic control measure beyond traffic control that is required in the approved Traffic Control Plans and Contract Documents.

Bid Item 20 – Record Drawings

Lump sum price shown shall cover the complete cost of providing all mark-up plans necessary for the Owner to create accurate as-built records as detailed in the specifications. The work includes surveying all structures and utilities to determine their as-constructed locations and elevations, records of all mechanical and electrical equipment for maintenance purposes, and operation and maintenance manuals. Failure to comply with the as-built requirements and furnish acceptable as-built records will result in the deletion of this bid item by change order.

Payment for this work will not be made prior to the final payment. Payment shall be lump sum. Minimum cost for this bid item shall be \$2,500.

PREVAILING WAGES

PREVAILING WAGE RATES

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

February 24,2026

King County

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

City Hall Annex
310 1st Street
Kirkland, WA 98033

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

APPENDIX A: PLANS

ISSUED FOR BIDDING

CITY OF  KIRKLAND

CHECK VALVE STATIONS

HIGHLANDS TEMPORARY REGIONAL BOOSTER PUMP STATION

JOB NO. 01-26-PW

WINTER 2026

WAC0570003

CITY OFFICIALS

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

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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
	NORTHSHORE UTILITY DISTRICT	425.398.4400
	WOODINVILLE WATER DISTRICT	425.487.4104
	KING COUNTY METRO	425.477.1140
	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

KIRKLAND



**CALL 48 HOURS BEFORE YOU DIG
ONE CALL 811**

**REPORT ALL SPILLS
DEPT. OF ECOLOGY 1-800-258-5990**

INDEX OF DRAWINGS

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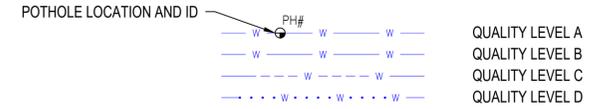
GENERAL NOTES

- ALL WORKMANSHIP, CONSTRUCTION AND MATERIALS SHALL BE PERFORMED OR SUPPLIED IN ACCORDANCE WITH THESE SPECIAL PROVISIONS, PLANS, CITY STANDARD DETAILS, AND THE WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, 2025 EDITION, AS ISSUED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE AMERICAN PUBLIC WORKS ASSOCIATION, WHICH IS HEREINAFTER REFERRED TO AS THE STANDARD SPECIFICATIONS.
- A PRECONSTRUCTION CONFERENCE IS REQUIRED PRIOR TO CONSTRUCTION, AND 48 HOURS ADVANCE NOTIFICATION PRIOR TO ACTUAL START OF WORK IS REQUIRED.
- THE EXISTING TOPOGRAPHIC AND PHYSICAL FEATURES SHOWN ON THESE PLANS ARE BASED ON A FIELD SURVEY BY DUANE HARTMAN & ASSOCIATES, CITY OF KIRKLAND GIS RECORDS, AND FIELD RECONNAISSANCE BY RH2 ENGINEERING.
- THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE RECORDS BUT HAVE NOT BEEN EXPOSED AND MEASURED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK TO AVOID DAMAGE OR DISTURBANCE, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. IT IS UNDERSTOOD THAT OTHER ABOVE GROUND AND UNDERGROUND FACILITIES NOT SHOWN ON THE PLANS MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK.
- THE CONTRACTOR SHALL PROTECT BUILDINGS, FENCES, APPURTENANCES, ABOVE GROUND UTILITIES, AND OTHER PROPERTY ADJACENT TO ALL CONSTRUCTION AREAS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR REPAIRING ALL DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES.
- IN ACCORDANCE WITH THE DEPARTMENT OF ECOLOGY AIR QUALITY STANDARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING ALL FUGITIVE DUST THAT MAY BE GENERATED BY THE CONSTRUCTION PROJECT.
- THE CONTRACTOR SHALL CONTAIN WORK TO WITHIN RIGHT-OF-WAY OR CITY OF KIRKLAND PROPERTY AS ILLUSTRATED IN THE PLANS.
- FORBES CREEK PARK SHALL **NOT** BE USED BY CONTRACTOR FOR STAGING, MATERIALS LAYDOWN, OR EQUIPMENT STORAGE.
- THE CONTRACTOR SHALL SECURE NECESSARY PERMITS PRIOR TO STARTING CONSTRUCTION. SEE SPECIAL PROVISIONS FOR FURTHER INFORMATION REGARDING PERMITS.
- ONSITE EROSION CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND BE IN PLACE PRIOR TO CONSTRUCTION. ANY PROBLEMS OCCURRING BEFORE FINAL ACCEPTANCE BY THE CITY SHALL BE CORRECTED BY THE CONTRACTOR. UNLESS DIRECTED BY THE ENGINEER OR THE CITY, THE CONTRACTOR SHALL LEAVE ALL EROSION CONTROL MEASURES IN PLACE FOLLOWING FINAL ACCEPTANCE.
- ANY REVISIONS TO PLANS MUST BE MADE BY THE ENGINEER AND APPROVED BY THE CITY PRIOR TO ANY IMPLEMENTATION IN THE FIELD.
- ALL PAVEMENT MARKINGS AND SIGNING SHALL CONFORM TO THE REQUIREMENTS OF THE MUTCD.
- A COPY OF THE APPROVED PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- WHERE NEWLY CONSTRUCTED PAVING MEETS EXISTING PAVING, THE CONTRACTOR SHALL SAW CUT OR OVERLAY AND FEATHER NEW PAVEMENT TO PROVIDE A SMOOTH TRANSITION FROM EXISTING TO PROPOSED PAVING. APPLICATION OF A THIN TACK COAT OF EMULSIFIED ASPHALT SHALL BE APPLIED TO INSURE PROPER BONDING.
- 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 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 1/4 INCH IN 10- FEET FROM THE RATE OF TRANSVERSE SLOPE SHOWN ON THE PLANS.
- MATERIALS SAMPLING AND TESTING SHALL BE AT A FREQUENCY AND MAGNITUDE AS SPECIFIED IN THE STANDARD SPECIFICATIONS OR DETERMINED BY THE ENGINEER. A PRIVATE AND INDEPENDENT TESTING LABORATORY SHALL PERFORM TESTING AND SAMPLING. CERTIFIED TEST REPORTS SHALL BE FURNISHED FOR ALL TESTS PERFORMED BY PRIVATE TESTING LABORATORIES. THE CITY WILL BE RESPONSIBLE FOR ACCEPTANCE TESTING.
- ALL CONTRACTORS WORKING WITH AC PIPE MUST BE STATE-CERTIFIED. THE CONTRACTOR SHALL PROVIDE PROTECTIVE CLOTHING AND EQUIPMENT (COVERALLS, GLOVES, BOOTS, HEAD COVERING, GOGGLES, RESPIRATORS, ETC.) TO CREWS WORKING WITH ASBESTOS CEMENT PIPE IN ORDER TO ASSURE THE WORKER'S EXPOSURE TO ASBESTOS MATERIAL IS AT OR BELOW THE LIMITS PRESCRIBED IN WAC 296-62-07705.

EXISTING LEGEND

	SIDEWALK CONCRETE		SIGN
	LANDSCAPING (SOD, PLANTINGS)		TREE (CONIFER)
	ROADWAY ASPHALT AREA		IRRIGATION VALVE
	ROADWAY CONCRETE AREA		WATER METER
	ROADWAY CURB		POWER POLE
	TOPO DITCH		TELEPHONE POLE
	UNDERGROUND CABLE		ROCK FACING
	PROPERTY LINE		MAILBOX
	SANITARY SEWER		SANITARY SEWER MANHOLE
	WATER LINE		CATCH BASIN (ROUND)
	OVERHEAD POWER		CATCH BASIN (RECTANGULAR)
	UNDERGROUND POWER		MAG NAIL CONTROL POINT
	STORM DRAIN LINE		STREET LIGHT ASSEMBLY
	FIBER OPTIC LINE		
	NATURAL GAS		
	CHAINLINK FENCE		
	OVERHEAD TELEPHONE		
	RIGHT OF WAY EASEMENT		
	RIGHT OF WAY CENTERLINE		
	RIGHT OF WAY LINE		

SUBSURFACE UTILITY LEGEND



THE CLASSIFICATIONS FOR SUBSURFACE UTILITIES ARE OUTLINED AND EXPLAINED IN THE FOLLOWING LIST:

UTILITY QUALITY LEVEL A - PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE OF (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. UNLESS OTHERWISE NOTED, QUALITY LEVEL A IS ONLY APPLICABLE AT POTHOLED LOCATIONS ON THE PLANS AT ALL OTHER AREAS, THE UTILITY SHOULD BE ASSUMED TO BE QUALITY LEVEL B.

UTILITY QUALITY LEVEL B - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

UTILITY QUALITY LEVEL C - INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES.

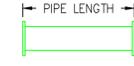
UTILITY QUALITY LEVEL D - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

NOTE: THE USE OF THE LINETYPES PROVIDED ABOVE WAS A PRIMARY METHOD FOR INDICATING THE ACCURACY OF THE UTILITIES SHOWN WITHIN THESE PLANS. WHEN THE SOURCE OF THE INFORMATION WAS UNKNOWN OR THE METHOD FOR LOCATING THE UTILITIES WAS UNAVAILABLE, QUALITY LEVEL D WAS USED AS THE DEFAULT.

PIPE LENGTH MEASUREMENTS

PIPE LENGTHS CALLED OUT ON PLANS ARE MEASURED AS FOLLOWS:

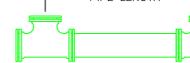
FLANGE x FLANGE (FLxFL) PIPE MEASURED FROM FACE OF FLANGE TO FACE OF FLANGE.



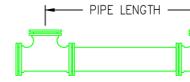
FLANGE x PLAIN END (FLxPE) PIPE MEASURED FROM FACE OF FLANGE TO CENTER OF FITTING.



PLAIN END x PLAIN END (PExPE) PIPE MEASURED FROM CENTER OF FITTING TO CENTER OF FITTING.



RESTRAINED JOINT x RESTRAINED JOINT (RJR) PIPE MEASURED FROM CENTER OF FITTING TO CENTER OF FITTING.



FITTINGS ARE ASSUMED TO BE STANDARD LENGTH 125#, 250# FLANGED OR COMPACT CLASS 350 MECHANICAL JOINTS. CONTRACTOR RESPONSIBLE FOR VERIFYING LENGTHS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE INTO ACCOUNT ANY VARIATIONS IN FITTING DIMENSIONS.

NORTHING AND EASTING CALLOUT POINTS

- TEES:
- BENDS:
- FLANGES:
- REDUCERS:
- VALVES:

PLAN DRAWINGS GENERAL SYMBOLOGY

SECTION AND DETAIL REFERENCES

THE FOLLOWING CONVENTIONS HAVE BEEN USED WITHIN THESE DRAWINGS TO REFER THE READER BETWEEN THE SECTION/DETAIL AND THE PLAN FROM WHICH IT IS REFERENCED.

REFERENCE BUBBLES

PLAN REFERENCE BUBBLE - REFERS READER BACK TO THE PLAN FROM WHICH THE DETAIL OR SECTION ORIGINATED.

DETAIL/SECTION REFERENCE BUBBLE - REFERS READER TO THE DRAWING ON WHICH THE DETAIL OR SECTION IS LOCATED.

WHERE, ID = SECTION/DETAIL REFERENCE NUMBER
= DRAWING NUMBER ON WHICH DETAIL ORIGINATED OR RESIDES.

ABBREVIATIONS

Ø, DIA	NOMINAL DIAMETER	OF	OUTSIDE FACE
BO	BLOW OFF	PE	PLAIN END OR POLYETHYLENE
DI	DUCTILE IRON	RJ	RESTRAINED JOINT (SEE SPECIFICATIONS)
DND	DO NOT DISTURB	RST	REINFORCING STEEL
EW	EACH WAY	RT	RIGHT
FL	FLANGED	SC	SCREWED OR THREADED
FNTF	NATIONAL PIPE TAPERED THREAD (FEMALE)	SS, SST	STAINLESS STEEL
ID	INSIDE DIAMETER	STA	STATION
IF	INSIDE FACE	STL	STEEL
LT	LEFT	TEMP	TEMPORARY
LTF	LENGTH TO FIT	TESC	TEMP EROSION & SEDIMENTATION CONTROL
MJ	MERCER ISLAND	TYP	TYPICAL
MJ	MECHANICAL JOINT	W/	WITH
MNTF	NATIONAL PIPE TAPERED THREAD (MALE)	W/O	WITHOUT
MT	MALE THREAD	#	NUMBER OR POUND (LB)
OC	ON CENTERS		
OD	OUTSIDE DIAMETER		

PROPOSED LEGEND

	CONCRETE REMOVAL
	ASPHALT REMOVAL (T-CUT INCLUDED)
	GRASS REMOVAL
	450 ZONE WATER PIPING
	510 ZONE WATER PIPING
	NEW RELOCATED IRRIGATION PIPE
	EXISTING UTILITY TO BE REMOVED/RELOCATED
	NEW RELOCATED POWER CONDUIT
	SILT FENCE
	HIGH VISIBILITY CONSTRUCTION FENCING



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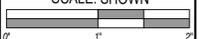
CITY OF KIRKLAND
HIGHLANDS TRBPS - CHECK VALVE STATIONS

GENERAL NOTES



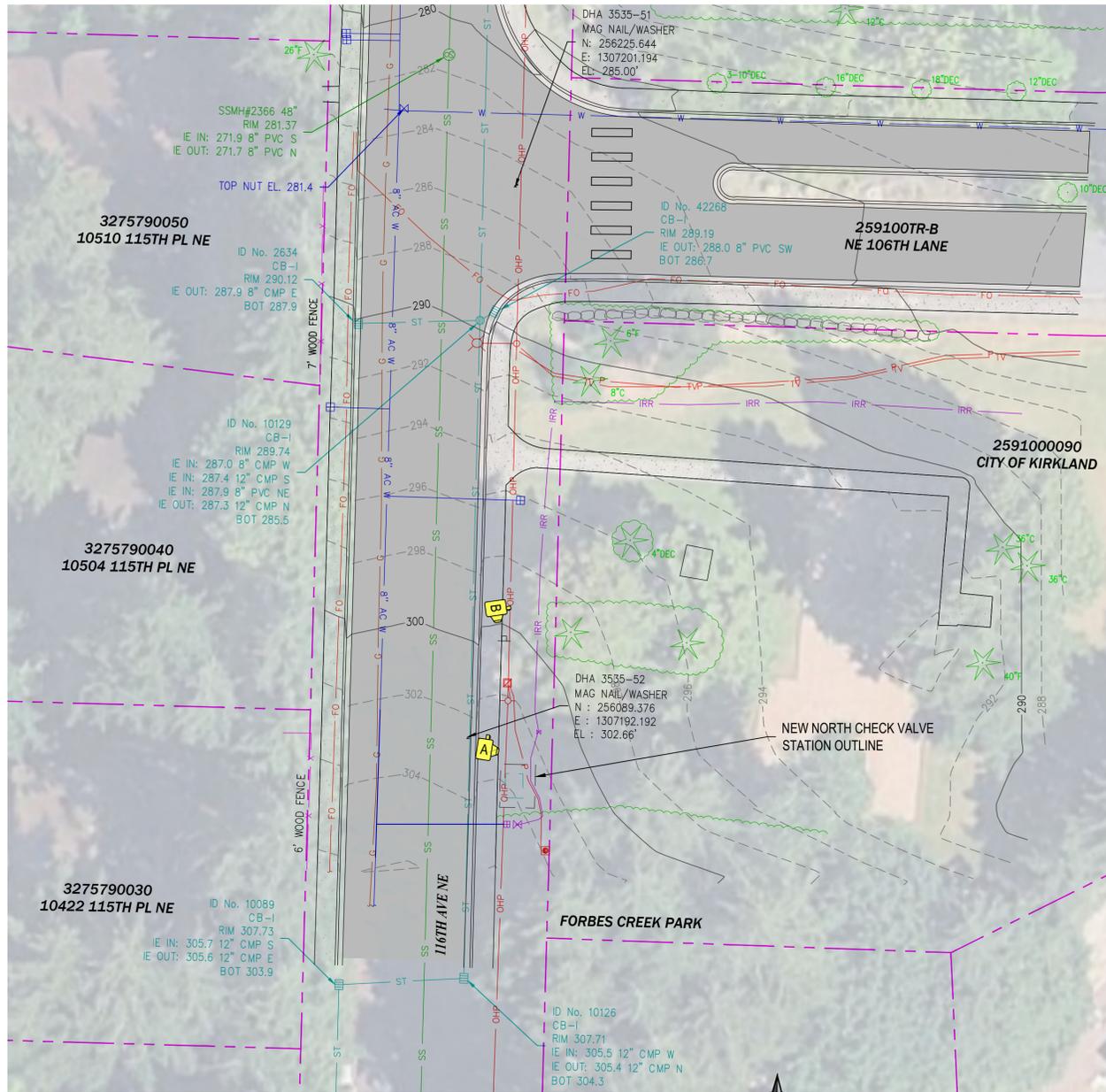
ENGINEER: CRB	DATE: Feb 20, 2026	CLIENT: KIR	JOB NO.: 26-0018	REVISIONS	NO.	DATE	DESCRIPTION
REVIEWER: RJF	DATE: Feb 20, 2026	FILENAME: PRY-D-GEN.DWG		ISSUED FOR BIDDING	1	2/24/2026	

SCALE: SHOWN



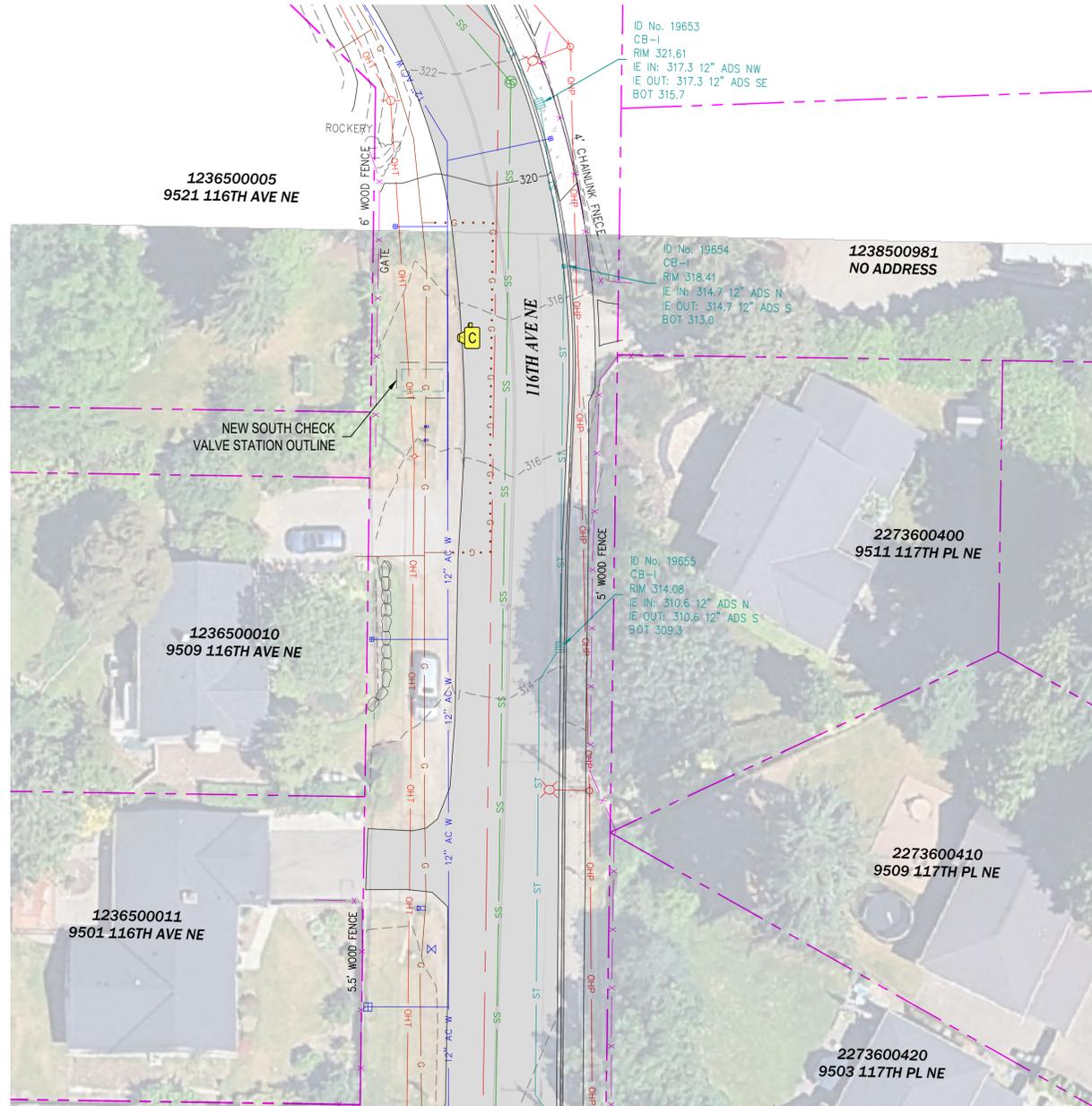
DRAWING IS FULL SCALE WHEN BAR MEASURES 2'

DWG NO.: G01 SHEET NO.: 2 OF 14



NORTH CHECK VALVE STATION SITE PLAN

1" = 20'



SOUTH CHECK VALVE STATION SITE PLAN

1" = 20'



EXISTING SITE PHOTO
NOT TO SCALE



EXISTING SITE PHOTO
NOT TO SCALE



EXISTING SITE PHOTO
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CITY OF KIRKLAND
HIGHLANDS TRBPS - CHECK VALVE STATIONS



EXISTING SITE PLANS

ENGINEER: CRB	DATE: Feb 20, 2026	CLIENT: KIR	JOB NO.: 26-0018	REVIEW	BY	REVIEW
REVIEWED: RJF	FILE NAME: PRY-D-001.DWG			CRB	RJF	
	ISSUED FOR BIDDING					
	2/24/2026					
NO.	DATE	DESCRIPTION				
SCALE: SHOWN						
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"						
DWG NO.: C01	SHEET NO.: 3					

CONSTRUCTION STAGING NOTES

- FORBES CREEK PARK SHALL **NOT** BE USED FOR STAGING, MATERIALS LAYDOWN, OR EQUIPMENT STORAGE. CONTRACTOR TO IDENTIFY AND PROCURE ACCEPTABLE STAGING AREAS AS NECESSARY TO COMPLETE THE WORK.
- NO CONSTRUCTION ACTIVITIES OTHER THAN PLACING AND MAINTAINING SILT FENCE, SECURITY FENCE, AND WORK ASSOCIATED WITH IRRIGATION PIPE RELOCATION SHALL OCCUR WITHIN FORBES CREEK PARK.

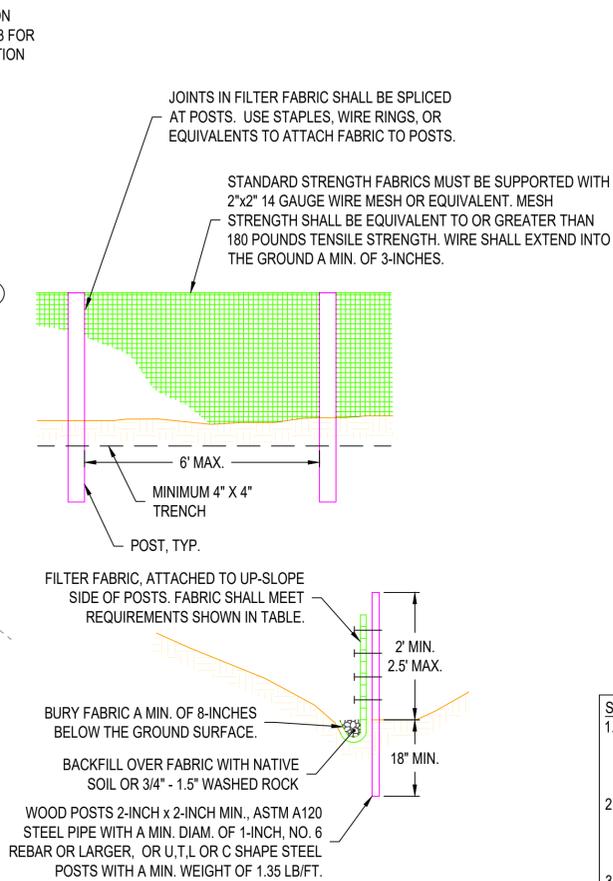
DEMOLITION NOTES

- SAWCUT AND REMOVE EXISTING ASPHALT TO SUBGRADE.
- REMOVE EXISTING CONCRETE CURB AND GUTTER TO SUBGRADE AND TO NEAREST JOINT.
- REMOVE EXISTING CONCRETE SIDEWALK TO SUBGRADE AND TO NEAREST JOINT.
- REMOVE AND PROPERLY DISPOSE OF EXISTING VEGETATION.
- DO NOT DISTURB EXISTING UTILITY OVERHEAD LINES. MAINTAIN TEN FEET OF CLEARANCE BETWEEN CONSTRUCTION EQUIPMENT/LOAD AND LINES AT ALL TIMES.
- PROVIDE SILT FENCE PER DETAIL ON THIS SHEET. SILT FENCE SHALL EXTEND A MIN. ONE FOOT BEYOND EXTENTS OF SIDEWALK REMOVAL AND TWO FEET BEYOND EDGE OF IRRIGATION RELOCATION TRENCH.
- ALL CONSTRUCTION ACTIVITIES SHALL REMAIN WITHIN CITY RIGHT OF WAY OR ON CITY PROPERTY.
- REMOVE AND PRESERVE EXISTING WATER METER BOX AND IRRIGATION CONTROL BOX AND CONTENTS ENCLOSED. TO BE REINSTALLED AND CONNECTED TO NEW WATER SERVICE PIPE AS SHOWN ON DWG NO. C03.
- PROVIDE SITE SECURITY FENCE PER DETAIL ON THIS SHEET. SITE SECURITY FENCE SHALL BE MINIMUM ONE FOOT OUTSIDE OF SILT FENCE. CONTRACTOR SHALL INSTALL FENCE BEFORE MOVING ANY CONSTRUCTION EQUIPMENT ONTO THE SITE. MAINTAIN FENCE THROUGHOUT PROJECT.
- REMOVE AND DISPOSE OF ANY ABANDONED WATER PIPE FOUND WITHIN THE TRENCH OR VAULT EXCAVATION. GROUT ENDS OF ABANDONED PIPE WITH NON-SHRINK GROUT. LENGTH OF GROUT PLUG SHALL BE EQUAL TO TWO TIMES THE PIPE DIAMETER. SEE DWG NO. C08 FOR ADDITIONAL INFORMATION ON PHASING OF CONNECTION TO EXISTING AND REMOVAL OF EXISTING WATER PIPE.

*ALL MATERIALS SHALL BE PROPERLY DISPOSED OF AT A CONTRACTOR-PROVIDED DISPOSAL SITE PER WSDOT SPECIFICATION SECTION 3-03.3(7)C.

SILT FENCE NOTES:

- FILTER FABRIC MATERIAL SHALL CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE OF 0°F TO 120°F.
- FILTER FABRIC FENCES SHALL BE INSTALLED AS SHOWN PER PLAN. ADJUST AS NECESSARY TO FOLLOW CONTOUR WHENEVER POSSIBLE. THE ENDS OF THE FENCE SHALL BE TURNED UP INTO THE CONTOUR.
- FILTER FABRIC SHALL BE SEWN TOGETHER AT THE POINT OF MANUFACTURE TO FORM FILTER FABRIC LENGTHS AS REQUIRED. ALTERNATIVELY TWO SECTIONS OF FENCE CAN BE OVERLAPPED, PROVIDE THAT THE CONTRACTOR CAN DEMONSTRATE, TO THE SATISFACTION OF THE ENGINEER, THAT THE OVERLAP IS LONG ENOUGH AND THAT THE ADJACENT FENCE SECTIONS ARE CLOSE ENOUGH TOGETHER TO PREVENT SILT LADEN WATER FROM ESCAPING THE FENCE OVERLAP.

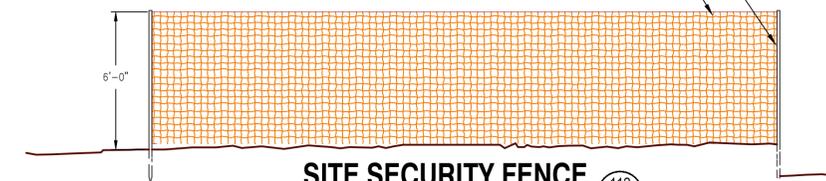


FILTER FABRIC	
POLYMERIC MESH AOS (ASTM D4751)	0.60 MM MAXIMUM FOR FILM WOVENS (US #30 SIEVE), 0.30 MM MAXIMUM FOR ALL OTHER GEOTEXTILE TYPES (US #50 SIEVE), 0.15 MM MINIMUM FOR ALL FABRIC TYPES (US #100 SIEVE).
WATER PERMITTIVITY (ASTM D4491)	0.02 SEC ⁻¹ MINIMUM
GRAB TENSILE STRENGTH (ASTM D4632)	180 LBS. MINIMUM FOR EXTRA STRENGTH FABRIC, 100 LBS. MINIMUM FOR STANDARD STRENGTH FABRIC.
GRAB TENSILE ELONGATION (ASTM D4632)	30% MAXIMUM.
ULTRAVIOLET RESISTANCE (ASTM D4355)	70% MINIMUM.

SILT FENCE (111 TYP.)

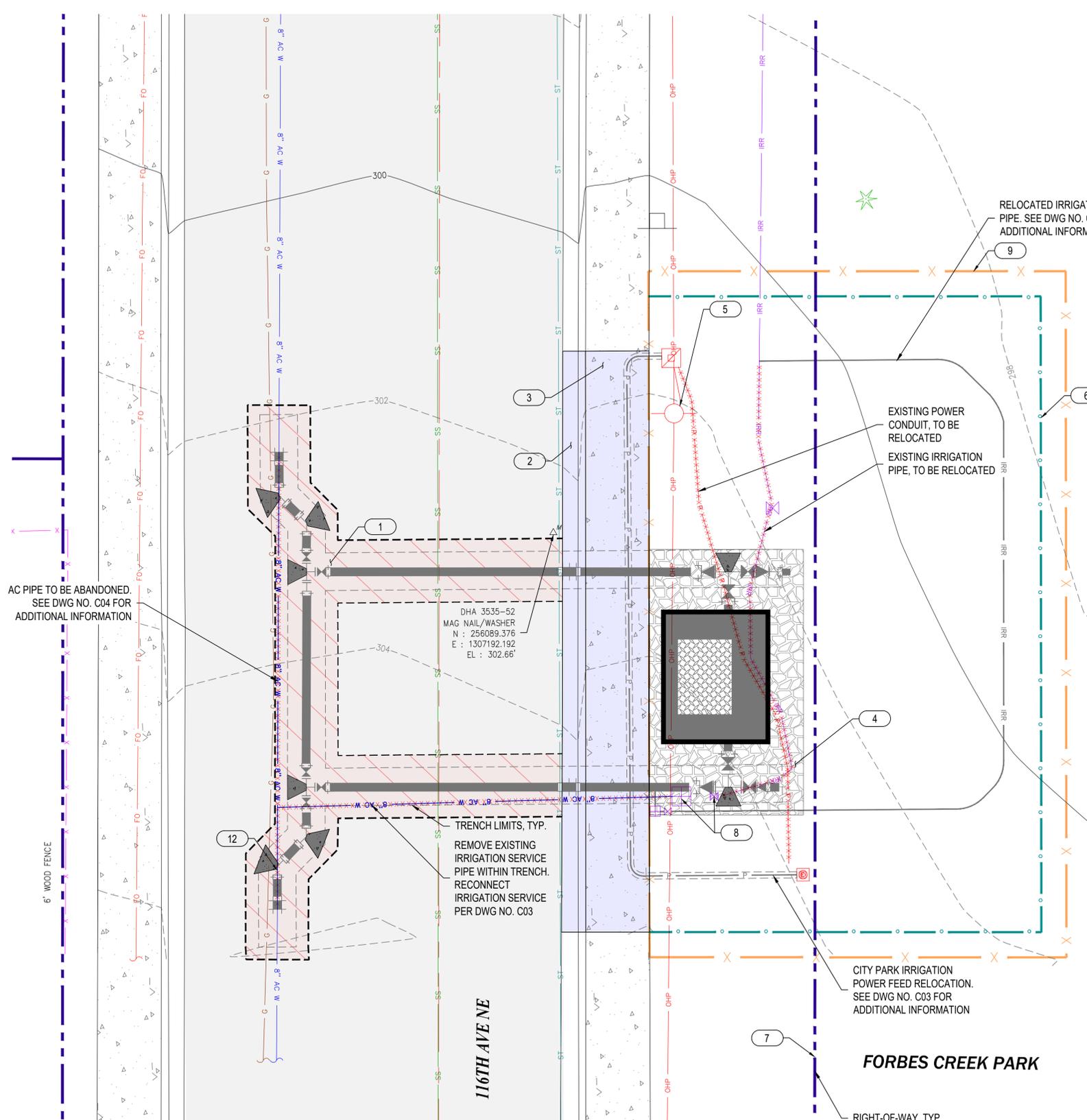
NOT TO SCALE

2" X 8" STEEL POSTS OR APPROVED EQUAL. STEEL POSTS INSTALLED AT 8' O.C.
CONSTRUCTION ORANGE HIGH DENSITY POLYETHYLENE FENCING WITH 3.5" X 1.5" OPENINGS.



SITE SECURITY FENCE (112 TYP.)

NOT TO SCALE



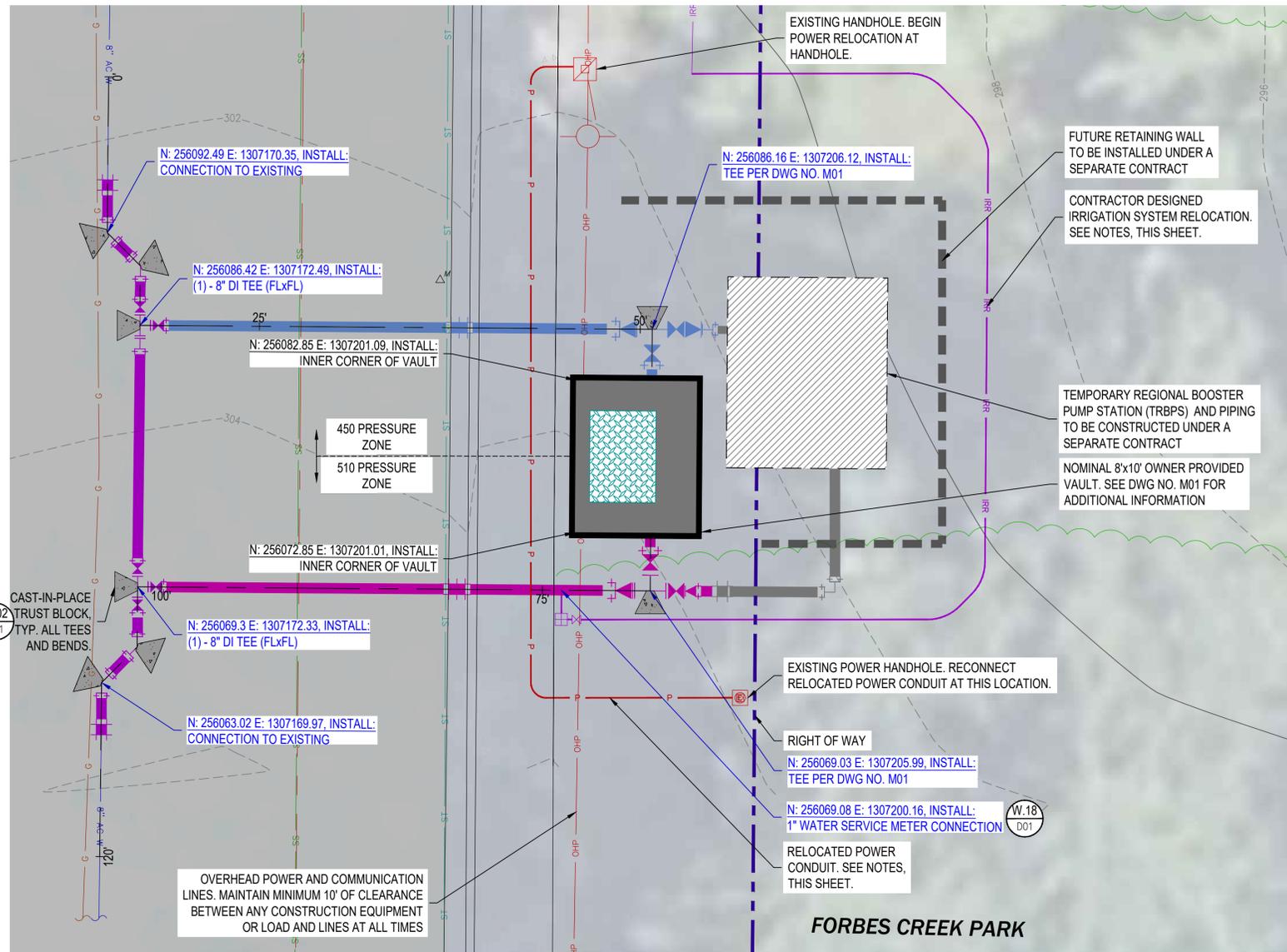
NORTH CHECK VALVE STATION TESC AND DEMOLITION PLAN

1" = 5'

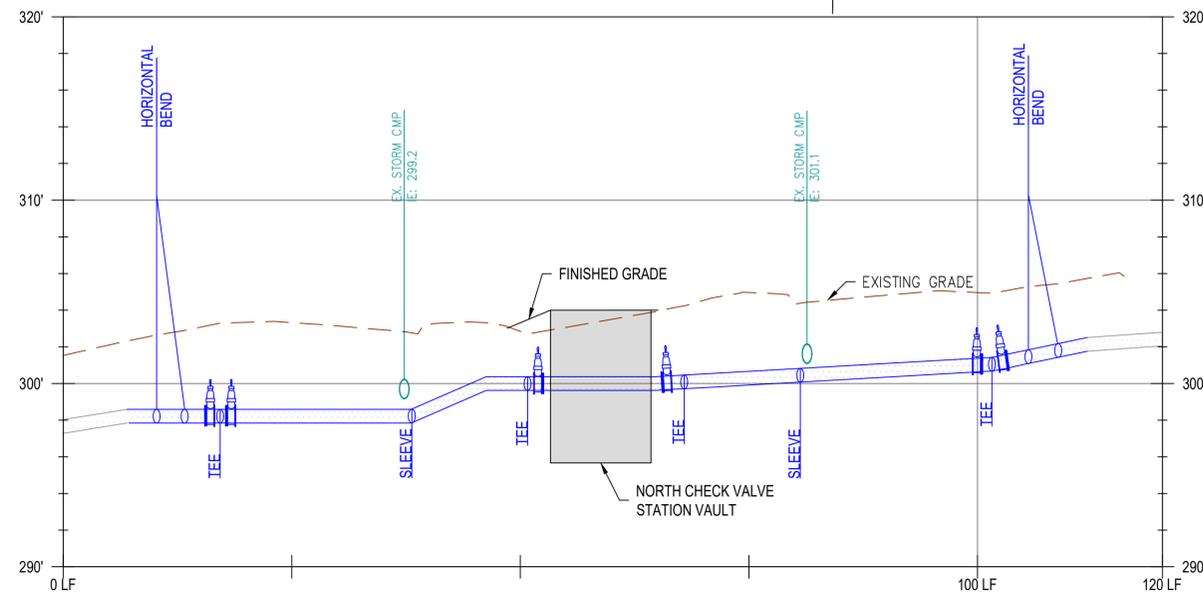


CITY OF KIRKLAND
HIGHLANDS TRBPS - CHECK VALVE STATIONS
NORTH CHECK VALVE STATION TESC AND DEMOLITION PLAN

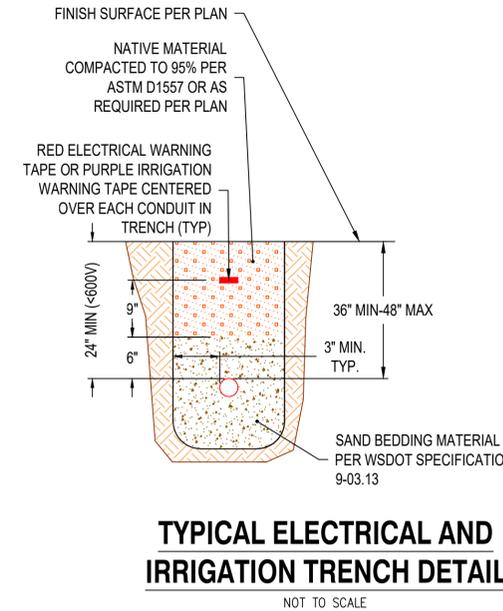
ENGINEER	DATE	CLIENT	PROJECT	REVISIONS	DATE	DESCRIPTION
CRB	Feb 20, 2026	KIR	PRY-D-004.DWG	ISSUED FOR BIDDING	2/24/2026	
RJF	Feb 20, 2026					
CRB						
RJF						
NO.	DATE	DESCRIPTION	BY	REVIEW		



NORTH CHECK VALVE STATION SITE PLAN
1" = 5'



NORTH CHECK VALVE STATION PROFILE
H: 1" = 10'; V: 1" = 5'



TYPICAL ELECTRICAL AND IRRIGATION TRENCH DETAIL
NOT TO SCALE

IRRIGATION RELOCATION NOTES

1. CONTRACTOR DESIGNED IRRIGATION RELOCATION INVOLVES ALL REMOVAL AND REPLACEMENT OF PIPE AND FITTINGS, RECONNECTIONS TO EXISTING, AND BEDDING/BACKFILL OF IRRIGATION PIPE. IRRIGATION SYSTEM SHALL BE FULLY FUNCTIONAL FOLLOWING RELOCATION.
2. ALL PIPE SHALL BE SCH. 40 PVC PIPE. TRENCH SHALL BE PER DETAIL ON THIS SHEET.
3. RELOCATE AND RECONNECT EXISTING METER, METER BOX, IRRIGATION CONTROL VALVE AND ASSOCIATED APPURTENANCES AS SHOWN ON THE PLANS. MIN. 18" HORIZONTAL SEPARATION BETWEEN IRRIGATION PIPE AND NEW WATER PIPING.
4. IRRIGATION VALVING SHALL FUNCTION EQUAL TO PRECONSTRUCTION CONDITIONS FOLLOWING CONTRACTOR DESIGNED IRRIGATION RELOCATION

POWER RELOCATION NOTES

1. CONFIRM REMOVAL AND ABANDONMENT REQUIREMENTS FOR EXISTING POWER CONDUIT WITH PSE PRIOR TO CONSTRUCTION.
2. BURY DEPTH OF CONDUIT AND HORIZONTAL SPACING SHALL BE CONFIRMED WITH PSE AND CITY OF KIRKLAND BEFORE CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE ALL CONDUIT, CONDUCTORS, AND WIRING NECESSARY FOR RELOCATION IN ACCORDANCE WITH PSE REQUIREMENTS.

WATER MAIN PROFILE NOTES

1. PROVIDE CONTINUOUSLY RISING SLOPE INTO AND OUT OF THE VAULT. DO NOT CREATE INTERMEDIATE HIGH POINTS.
2. LAY PIPE FLAT THROUGH VAULT. SEE DWG. NO. M01 FOR ELEVATIONS AND ADDITIONAL INFORMATION.
3. VERTICAL BENDS MAY BE REQUIRED TO ACHIEVE ALIGNMENT AND AVOID CONFLICT WITH EXISTING STORM PIPE. CONTRACTOR SHALL ASSUME UP TO (2) 8" DI 22.5° BENDS (RJR) MAY BE REQUIRED. VERTICAL DEFLECTION OF PIPE AT BELLS OR FITTINGS SHALL NOT EXCEED MANUFACTURER RECOMMENDATIONS. PROVIDE MINIMUM 6" OF CLEARANCE BETWEEN STORM PIPE AND WATER MAIN.
- 4.



SIGNED: 2/24/2026

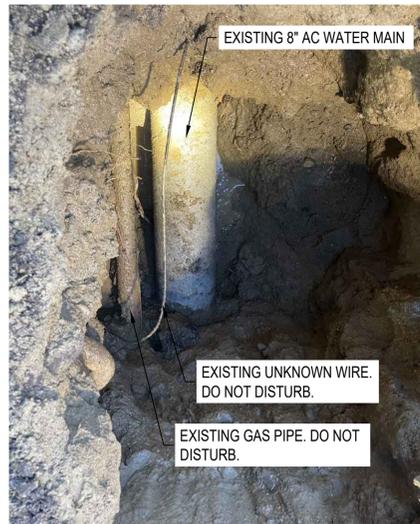
CITY OF KIRKLAND
HIGHLANDS TRBPS - CHECK VALVE STATIONS



NORTH CHECK VALVE STATION SITE PLAN

NO.	DATE	DESCRIPTION	BY	REVIEW
1	2/24/2026	ISSUED FOR BIDDING	CRB	RJF

ENGINEER: CRB	DATE: Feb 20, 2026	CLIENT: KIR	JOB NO.: 26-0018
REVIEWED: RJF	PROJECT DATE: Feb 20, 2026	FILENAME: PRV-D-002.DWG	
REVISIONS			
SCALE: SHOWN			
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"			
DWG NO.: C03	SHEET NO.: 5	14	



EXISTING WATER MAIN AND GAS PIPE

NTS

EXISTING UNKNOWN WIRE. DO NOT DISTURB.

EXISTING GAS PIPE. DO NOT DISTURB.

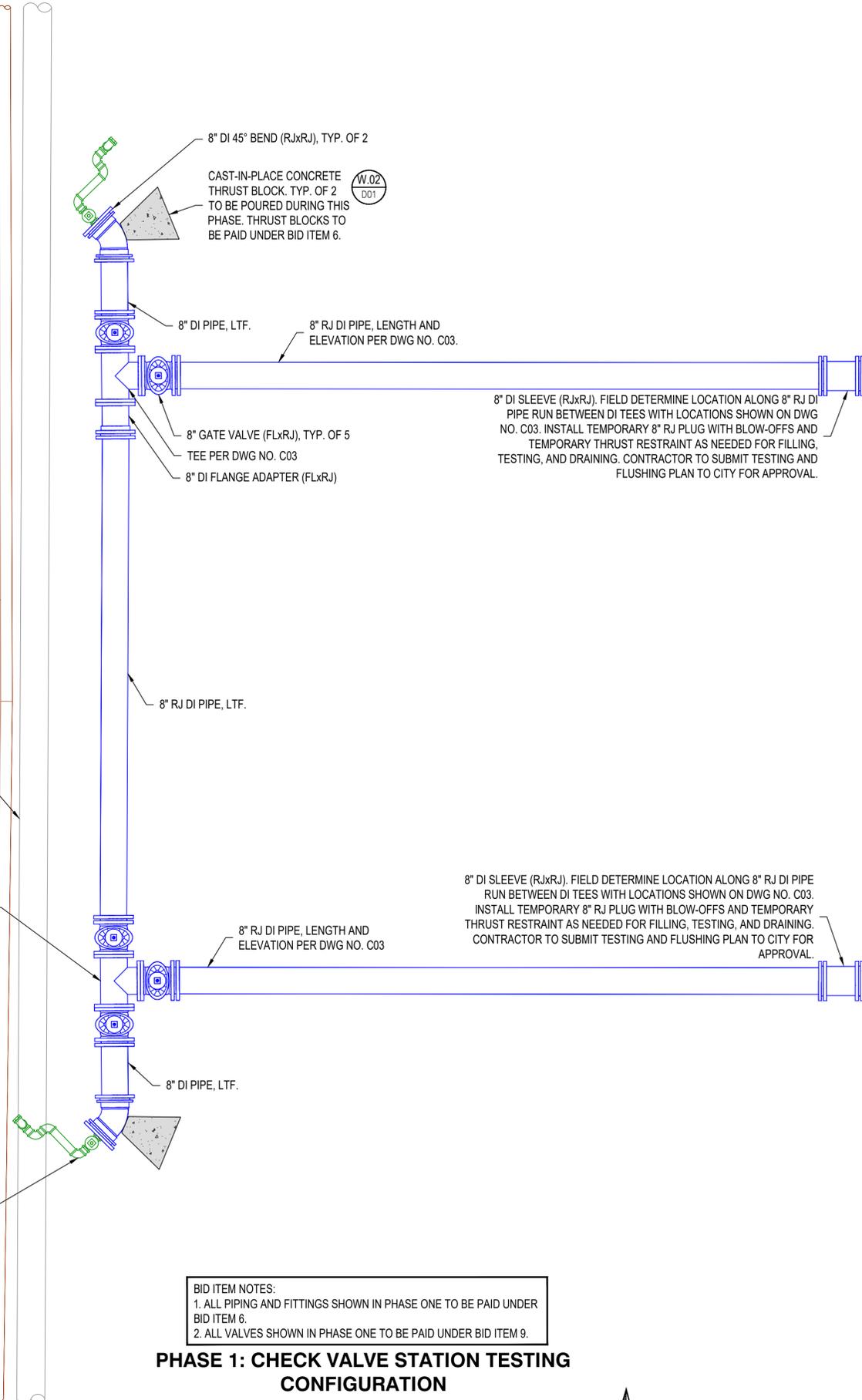
EXISTING GAS MAIN AND UNKNOWN WIRE, DO NOT DISTURB. SEE PHOTO, THIS SHEET.

EXISTING 8" AC WATERMAIN, TO BE REMOVED AS NEEDED TO CONSTRUCT IMPROVEMENTS AS SHOWN. PROVIDE CITY WITH AT LEAST 5 WORKING DAYS NOTICE PRIOR TO CUTTING EXISTING PIPE. CITY TO CLOSE ALL SYSTEM VALVES TO FACILITATE CUTTING AND DRAINING EXISTING PIPE. DO NOT CUT PIPE PRIOR TO RECEIVING VERBAL OR WRITTEN APPROVAL FROM CITY. FOLLOW ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS FOR HANDLING OF AC PIPE.

TEE PER DWG NO. C03

W.10
001

FIELD DETERMINE TEMPORARY BLOW OFF ASSEMBLY LOCATION. CONTRACTOR SHALL RESTRAIN TEMPORARY BLOW OFF AS NEEDED TO COMPLETE PRESSURE TESTING. SUBMIT TESTING AND FLUSHING PLAN TO CITY FOR APPROVAL.

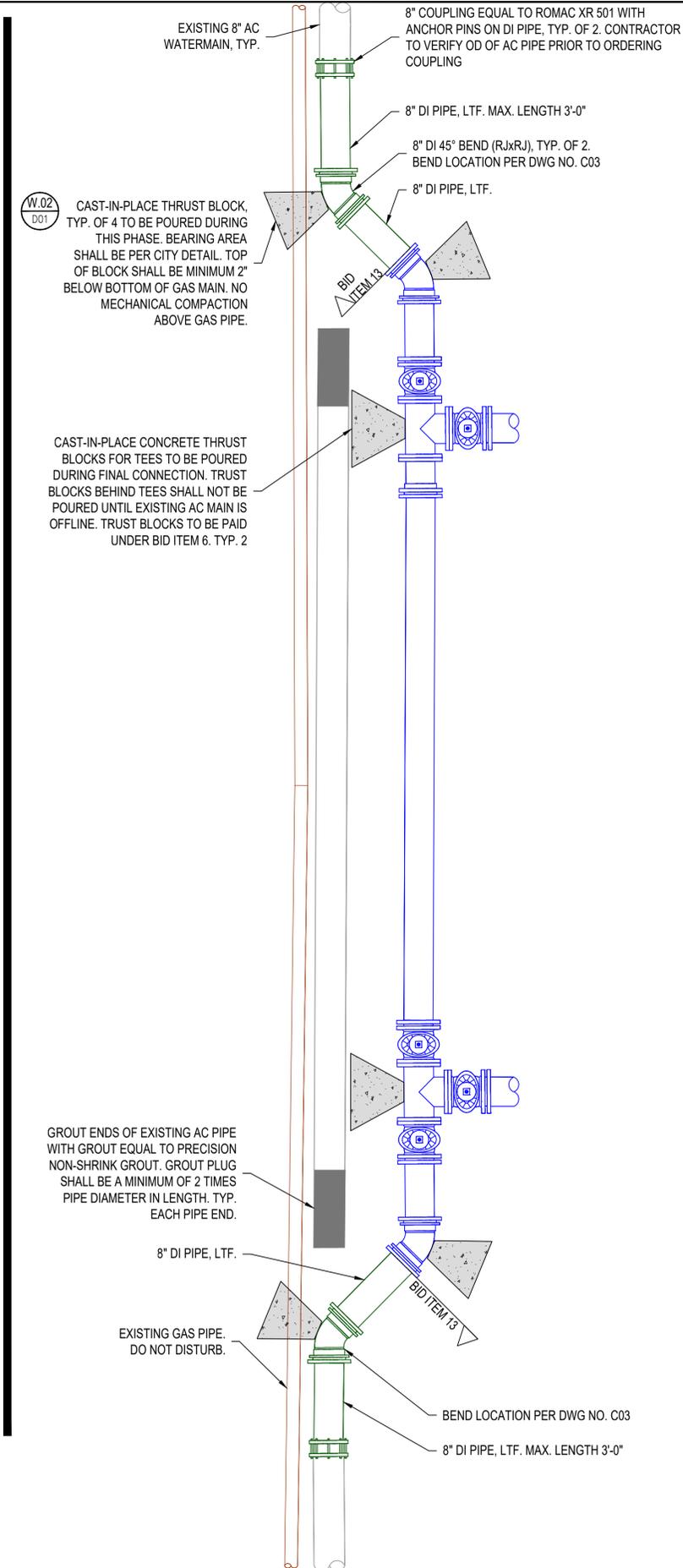


PHASE 1: CHECK VALVE STATION TESTING CONFIGURATION

NORTH CHECK VALVE STATION CONNECTION DETAIL

NTS

- BID ITEM NOTES:**
1. ALL PIPING AND FITTINGS SHOWN IN PHASE ONE TO BE PAID UNDER BID ITEM 6.
 2. ALL VALVES SHOWN IN PHASE ONE TO BE PAID UNDER BID ITEM 9.



PHASE 2: FINAL CONFIGURATION

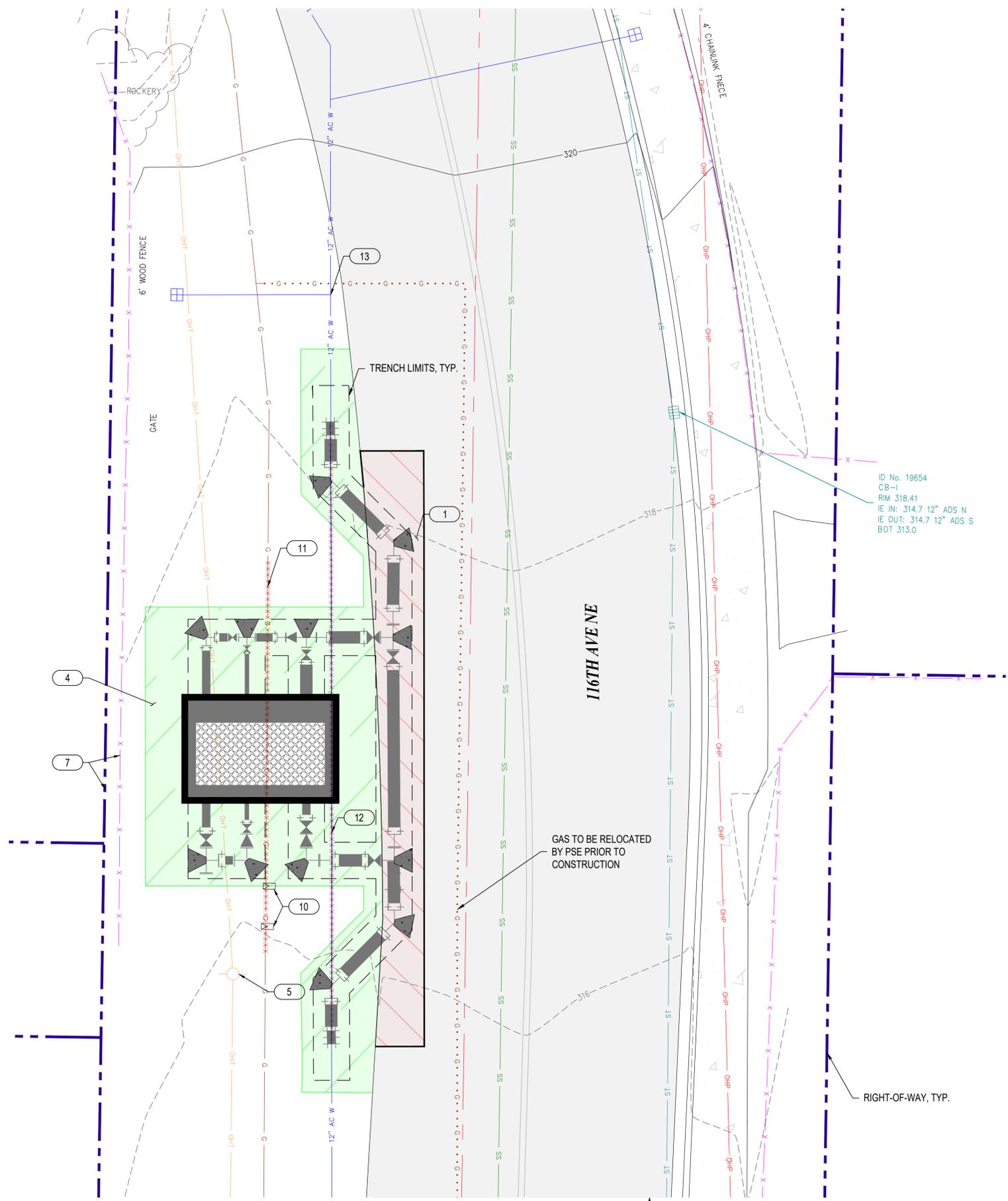
CITY OF KIRKLAND
HIGHLANDS TRBPS - CHECK VALVE STATIONS
NORTH CHECK VALVE STATION CONNECTION DETAILS

ENGINEER	DATE	REVISIONS	ISSUED FOR BIDDING	NO.	DATE	DESCRIPTION
CRB	2/24/2026					
RJF						
CRB						
RJF						

SCALE: SHOWN

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

DWG NO.: C04 SHEET NO.: 6 OF 14



DEMOLITION NOTES

- 1 SAWCUT AND REMOVE EXISTING ASPHALT TO SUBGRADE.
- 4 REMOVE AND PROPERLY DISPOSE OF EXISTING VEGETATION.
- 5 DO NOT DISTURB EXISTING UTILITY POLE. MAINTAIN 10' CLEARANCE BETWEEN CONSTRUCTION EQUIPMENT/LOAD AND LINES AT ALL TIMES.
- 7 ALL CONSTRUCTION ACTIVITIES SHALL REMAIN WITHIN CITY RIGHT OF WAY OR ON CITY PROPERTY. DO NOT DISTURB EXISTING FENCE.
- 10 REMOVE AND TEMPORARILY RELOCATE MAILBOXES. REINSTATE AT THE END OF CONSTRUCTION PER DWG NO. C09.
- 11 CONFIRM GAS RELOCATION IS COMPLETE WITH PSE AND CITY OF KIRKLAND PRIOR TO BEGINNING CONSTRUCTION ON SOUTH CHECK VALVE STATION. REMOVE AND DISPOSE OF ANY ABANDONED GAS PIPE FOUND WITHIN THE TRENCH/EXCAVATION. GROUT ENDS OF ABANDONED GAS PIPE WITH NON-SHRINK GROUT. LENGTH OF GROUT PLUG SHALL BE EQUAL TO TWO TIMES THE PIPE DIAMETER.
- 12 REMOVE AND DISPOSE OF ANY ABANDONED WATER PIPE FOUND WITHIN THE TRENCH OR VAULT EXCAVATION. GROUT ENDS OF ABANDONED PIPE WITH NON-SHRINK GROUT. LENGTH OF GROUT PLUG SHALL BE EQUAL TO TWO TIMES THE PIPE DIAMETER. SEE DWG NO. C08 FOR ADDITIONAL INFORMATION ON PHASING OF CONNECTION TO EXISTING AND REMOVAL OF EXISTING WATER PIPE.
- 13 LOCATE SERVICE TAP ON EXISTING WATER MAIN PRIOR TO BEGINNING EXCAVATION FOR CONNECTION TO EXISTING. DO NOT DISTURB EXISTING SERVICE TAP, WATER SERVICE PIPE, OR WATER METER.

*ALL MATERIALS SHALL BE PROPERLY DISPOSED OF AT A CONTRACTOR-PROVIDED DISPOSAL SITE PER WSDOT SPECIFICATION SECTION 3-03.3(7)C.

SOUTH CHECK VALVE STATION TESC AND DEMOLITION PLAN

1" = 5'

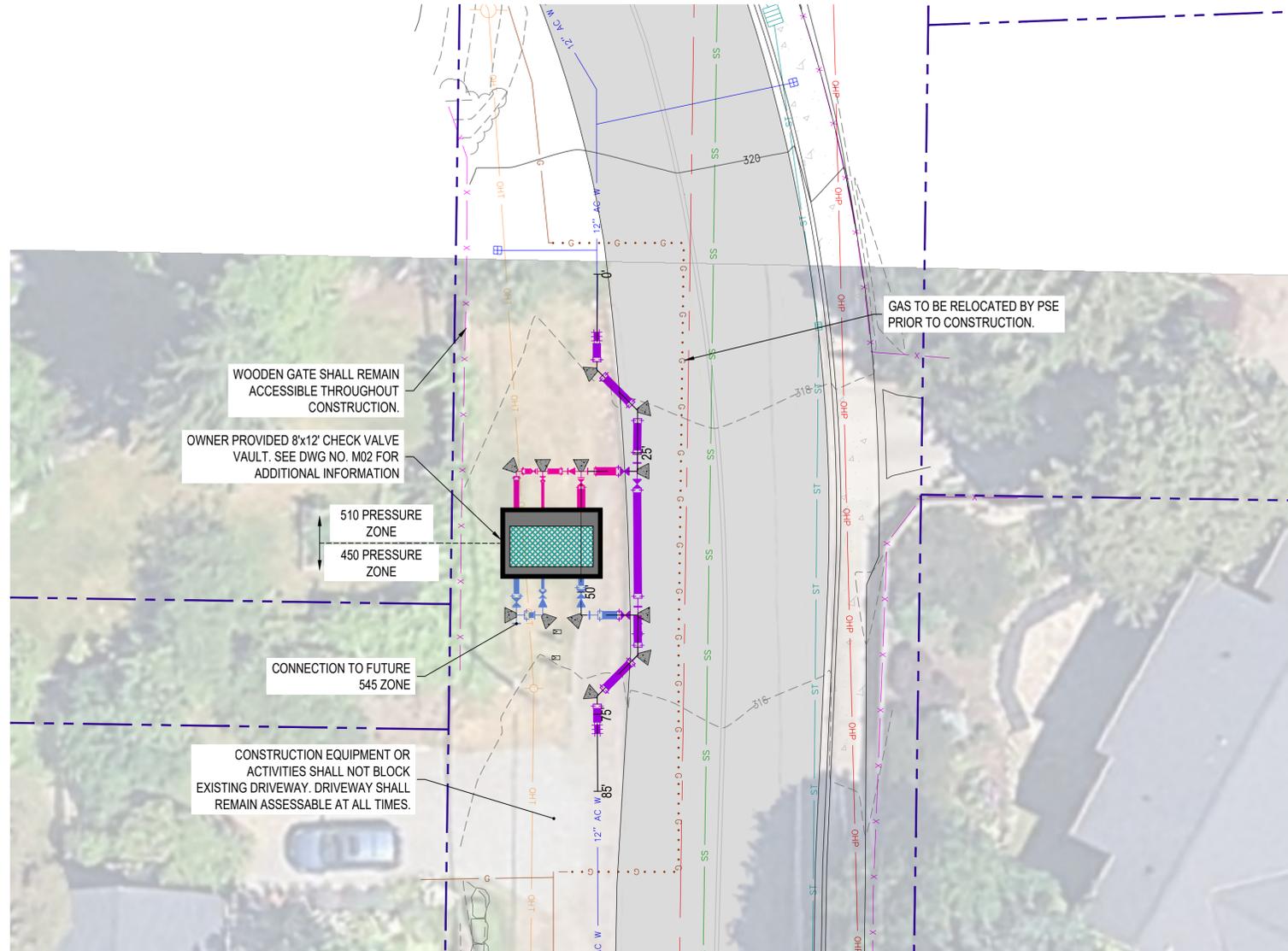


SIGNED: 2/24/2026

CITY OF KIRKLAND
HIGHLANDS TRBPS - CHECK VALVE STATIONS
SOUTH CHECK VALVE STATION TESC AND DEMOLITION PLAN

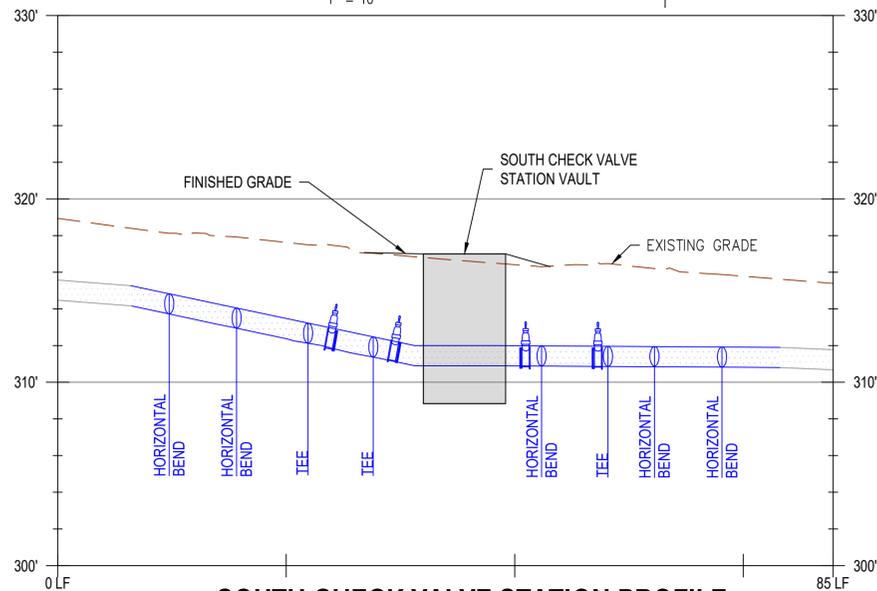
ENGINEER	DATE	CLIENT	JOB NO.	
CKB	Feb 20, 2026	KIR	26-0018	
REVISIONS	DATE	DESCRIPTION	BY	REVIEW
1	2/24/2026	ISSUED FOR BIDDING	CKB	RJF

SCALE: SHOWN	
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"	
DWG NO. C06	SHEET NO. 9



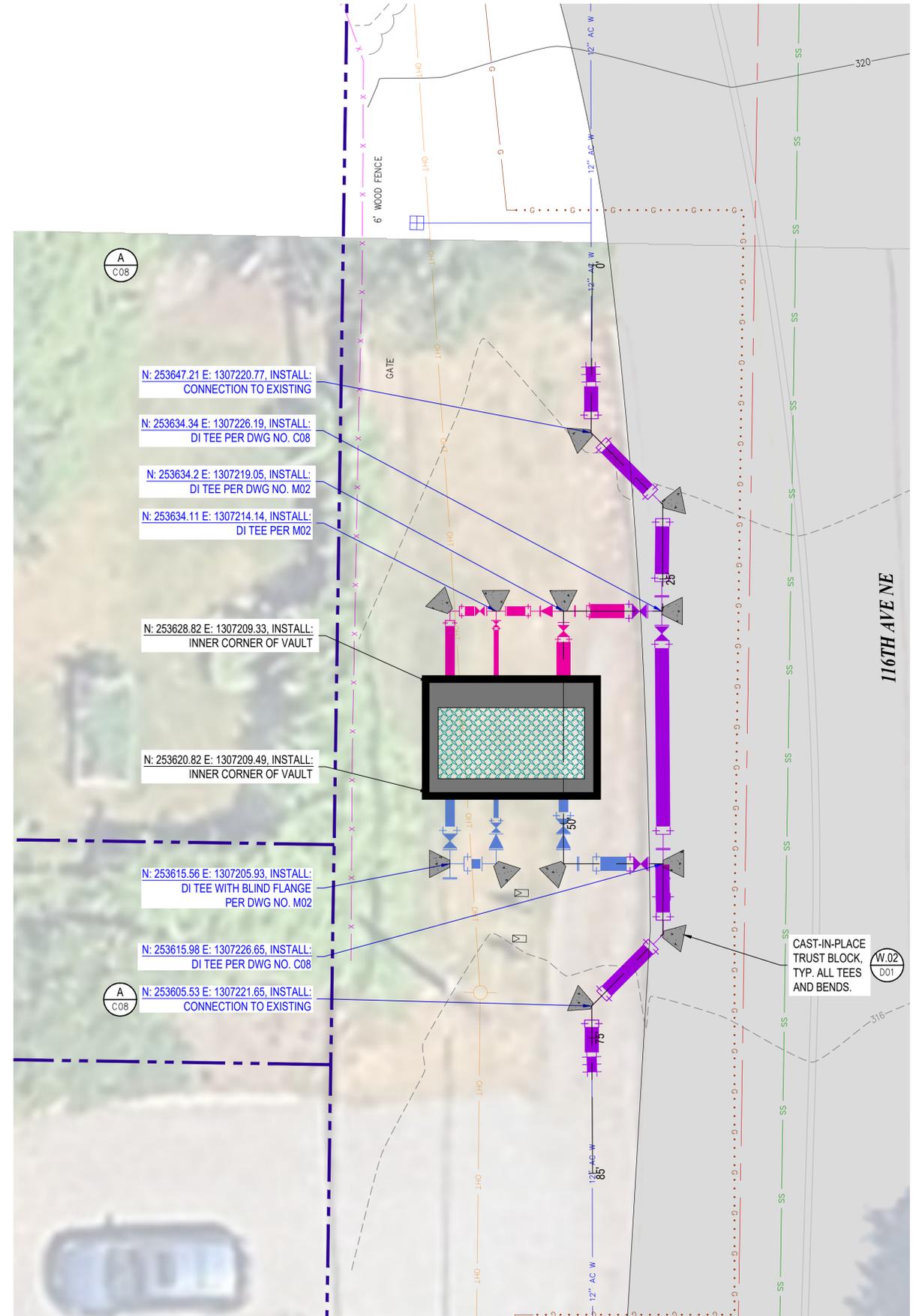
**SOUTH CHECK VALVE STATION
PROPOSED OVERALL SITE PLAN**

1" = 10'



SOUTH CHECK VALVE STATION PROFILE

H: 1" = 10'; V: 1" = 5'



**SOUTH CHECK VALVE STATION
PROPOSED SITE PLAN**

1" = 5'

NO.	DATE	DESCRIPTION	BY	REVIEW
1	2/24/2026	ISSUED FOR BIDDING	CKB	RJF

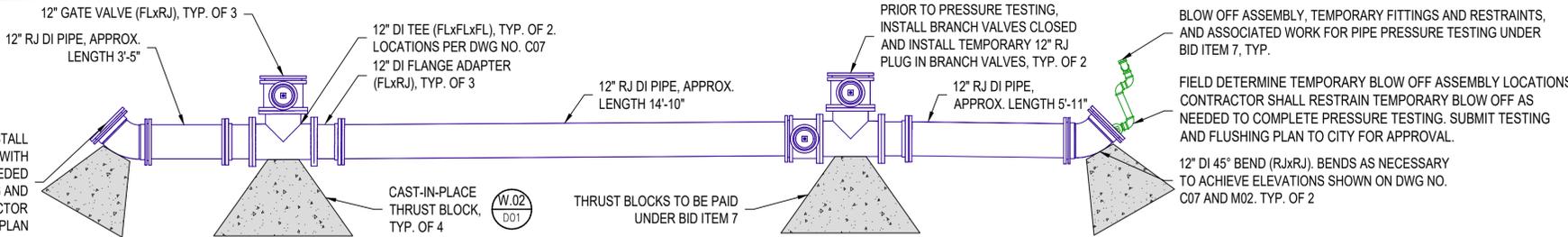
ENGINEER: CKB	DATE: Feb 20, 2026	CLIENT: KIR	JOB NO.: 26-0018
REVIEWER: RJF	DATE: Feb 20, 2026	FILENAME: PRV-D-002.DWG	
SCALE: SHOWN			
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"			
DWG NO.: C07	SHEET NO.: 10	14	

PHASE 1: CONNECTION TESTING CONFIGURATION

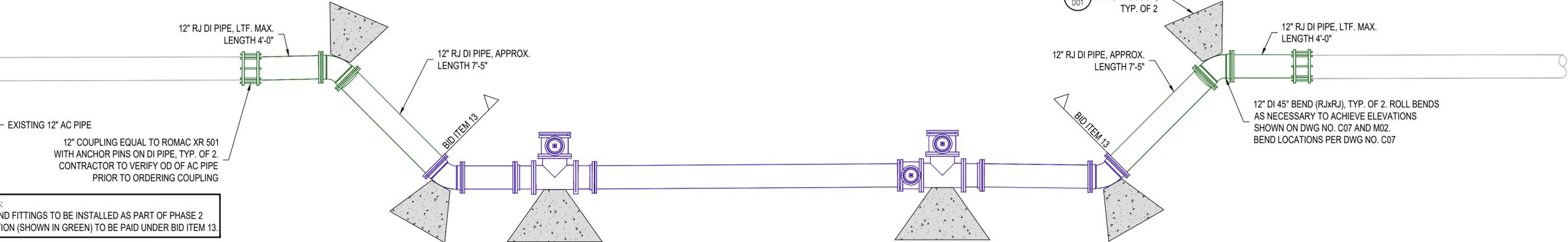
EXISTING 12" AC PIPE: COMPLETE PASSING PRESSURE AND PURITY TESTS OF CONNECTION PIPING, AS SHOWN, PRIOR TO REQUESTING TO CUT INTO EXISTING 12" AC WATER MAIN. PROVIDE CITY WITH 5 DAYS NOTICE PRIOR TO CUTTING INTO EXISTING MAIN. CITY TO CLOSE SYSTEM VALVES AS NEEDED TO FACILITATE DRAINING OF EXISTING AC MAIN FOR CONNECTION. DO NOT CUT PIPE PRIOR TO RECEIVING VERBAL OR WRITTEN APPROVAL FROM CITY.

BID ITEM NOTES:
 1. ALL PIPING AND FITTINGS SHOWN IN PHASE 1 TO BE PAID UNDER BID ITEM 7.
 2. ALL VALVES SHOWN IN PHASE ONE TO BE PAID UNDER BID ITEM 10.

PRIOR TO PRESSURE TESTING, INSTALL TEMPORARY 12" RJ DI PLUG WITH TEMPORARY BLOW OFF AS NEEDED FOR FILLING, TESTING, FLUSHING AND DRAINING PER CONTRACTOR SUBMITTED TESTING PLAN



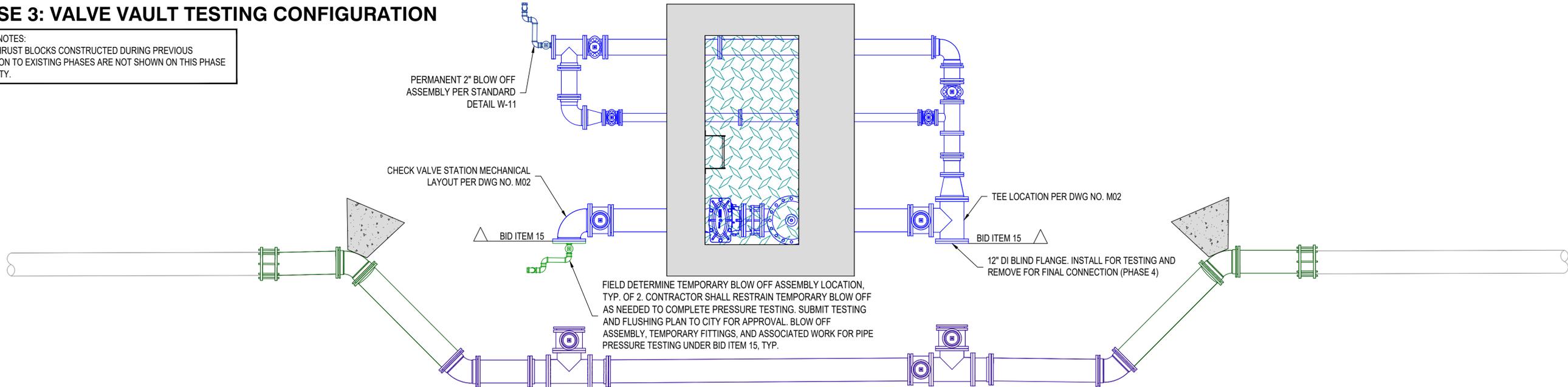
PHASE 2: CONNECTION FINAL CONFIGURATION



BID ITEM NOTES:
 1. ALL PIPING AND FITTINGS TO BE INSTALLED AS PART OF PHASE 2 FINAL CONNECTION (SHOWN IN GREEN) TO BE PAID UNDER BID ITEM 13.

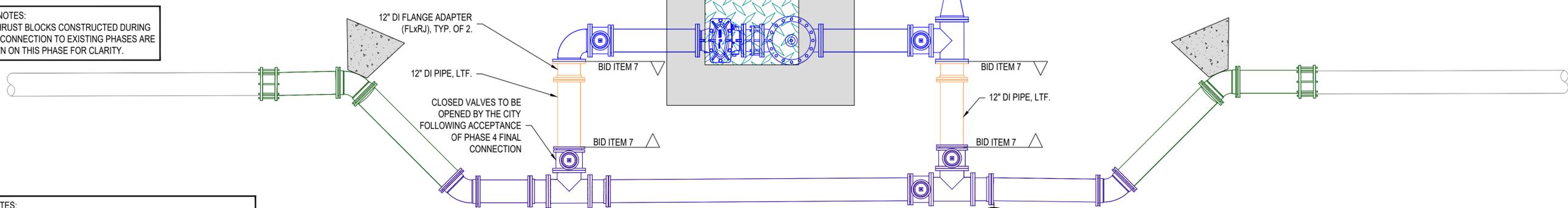
PHASE 3: VALVE VAULT TESTING CONFIGURATION

GENERAL NOTES:
 1. SOME THRUST BLOCKS CONSTRUCTED DURING PREVIOUS CONNECTION TO EXISTING PHASES ARE NOT SHOWN ON THIS PHASE FOR CLARITY.



PHASE 4: VALVE VAULT FINAL CONFIGURATION

GENERAL NOTES:
 1. SOME THRUST BLOCKS CONSTRUCTED DURING PREVIOUS CONNECTION TO EXISTING PHASES ARE NOT SHOWN ON THIS PHASE FOR CLARITY.



BID ITEM NOTES:
 1. ALL PIPING AND FITTINGS TO BE INSTALLED DURING PHASE 4 VALVE VAULT FINAL CONNECTION (SHOWN IN ORANGE) TO BE PAID UNDER BID ITEM 7.

SOUTH CHECK VALVE STATION CONNECTION DETAIL



SIGNED: 2/24/2026

CITY OF KIRKLAND
HIGHLANDS TRBPS - CHECK VALVE STATIONS
SOUTH CHECK VALVE STATION CONNECTION DETAILS

ENGINEER: CRB	DATE: Feb 20, 2026	CLIENT: KIR	JOB NO.: 26-0018	REV	BY	DATE	DESCRIPTION
REVIEWED: RJF	DATE: Feb 20, 2026	FILENAME: PRV-D-C03.DWG		CRB	RJF		
REVISIONS ISSUED FOR BIDDING							
	2/24/2026						

NO.	DATE	DESCRIPTION	BY	REVIEW
1	2/24/2026	ISSUED FOR BIDDING	CRB	RJF

ENGINEER: CRB	DATE: Feb 20, 2026	CLIENT: KIR	JOB NO.: 26-0018
REVIEWER: RJF	DATE: Feb 20, 2026	FILENAME: PRV-D-M01.DWG	
REVISIONS			
SCALE: SHOWN			
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"			
DWG NO.: M02	SHEET NO.: 12	14	

VAULT GENERAL NOTES

- CONCRETE FOR CONCRETE SUMP SHALL BE 3,000PSI DESIGN COMPRESSION STRENGTH CONCRETE. ALLOW CONCRETE TO CURE FOR 72 HOURS PRIOR TO INSTALLATION OF PIPE SUPPORTS.
- GRATING FOR SUMP COVER SHALL BE FRP WITH A DEFLECTION OF NO MORE THAN 0.28IN FOR A 100 LB/SF DISTRIBUTED LOAD AND 500LB CONCENTRATED LOAD. GRATING MATERIAL SHALL BE TESTED FOR FLAME SPREAD PER ASTM E84. FLAME SPREAD SHALL BE LESS THAN 30.
- GRATING SUPPORTS SHALL BE FRP OR STAINLESS STEEL. GRATING BARS SHALL HAVE A SKID RESISTANT SURFACE.

VALVE BOX CENTERED OVER VALVE OPERATING NUT. INCLUDE VALVE NUT EXTENSION AND TRACER WIRE PER DETAILS ON DWG NO. D01, TYP. 2

NATIVE BACKFILL, COMPACTED TO 95% PER MODIFIED PROCTOR ACCEPTABLE IN AREAS OUTSIDE OF PIPE ZONES. PIPE BACKFILL PER DETAIL ON DWG NO. D01.

CSTC SURFACE RESTORATION PER DWG NO. C09

CSTC PER DWG NO. C09

LADDER. CONTRACTOR TO PROCURE AND INSTALL LADDER.

MODEL C LINK SEAL, TYP. ALL PIPE PENETRATIONS

CONCRETE BALLAST TO BE POURED INTO BASE OF VAULT. SEE NOTES ON THIS SHEET

NATIVE SUBGRADE COMPACTED TO FIRM AND UNYIELDING CONDITIONS

MIN. 12" CSBC COMPACTED TO 95% PER MODIFIED PROCTOR

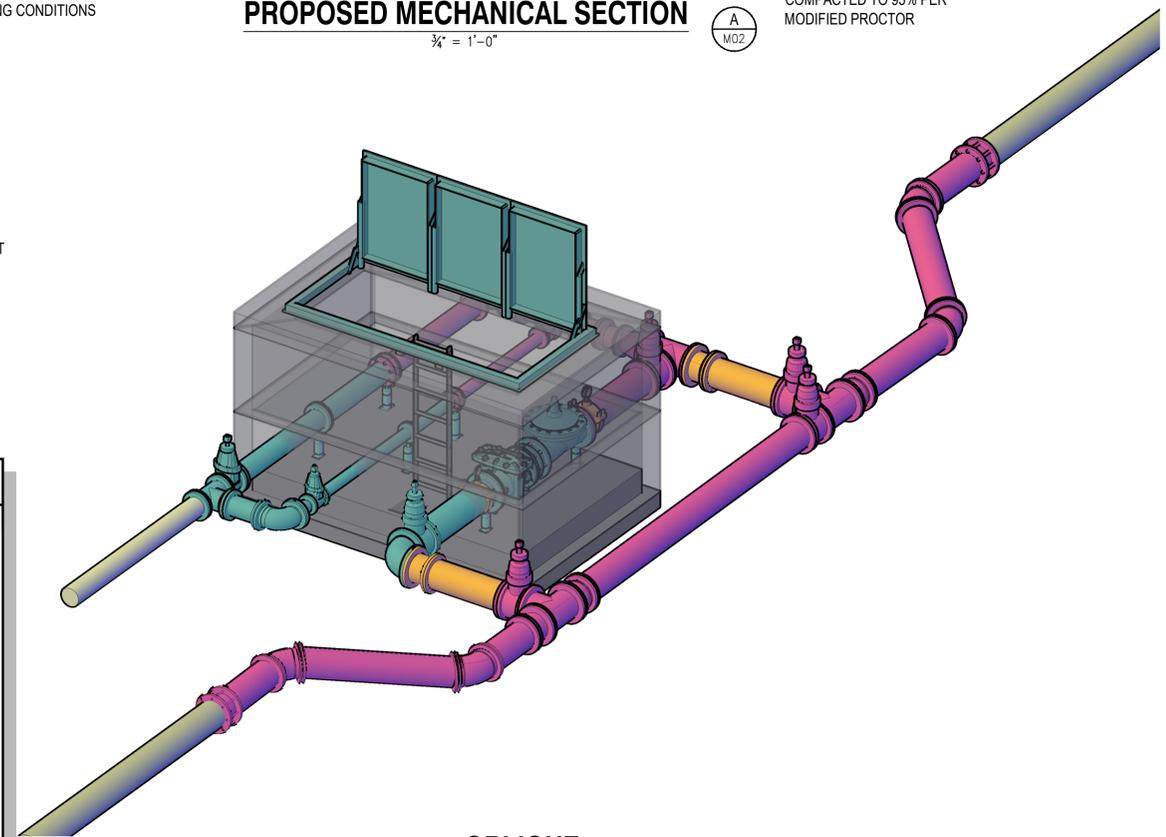
PROPOSED MECHANICAL SECTION

3/4" = 1'-0"

A
M02

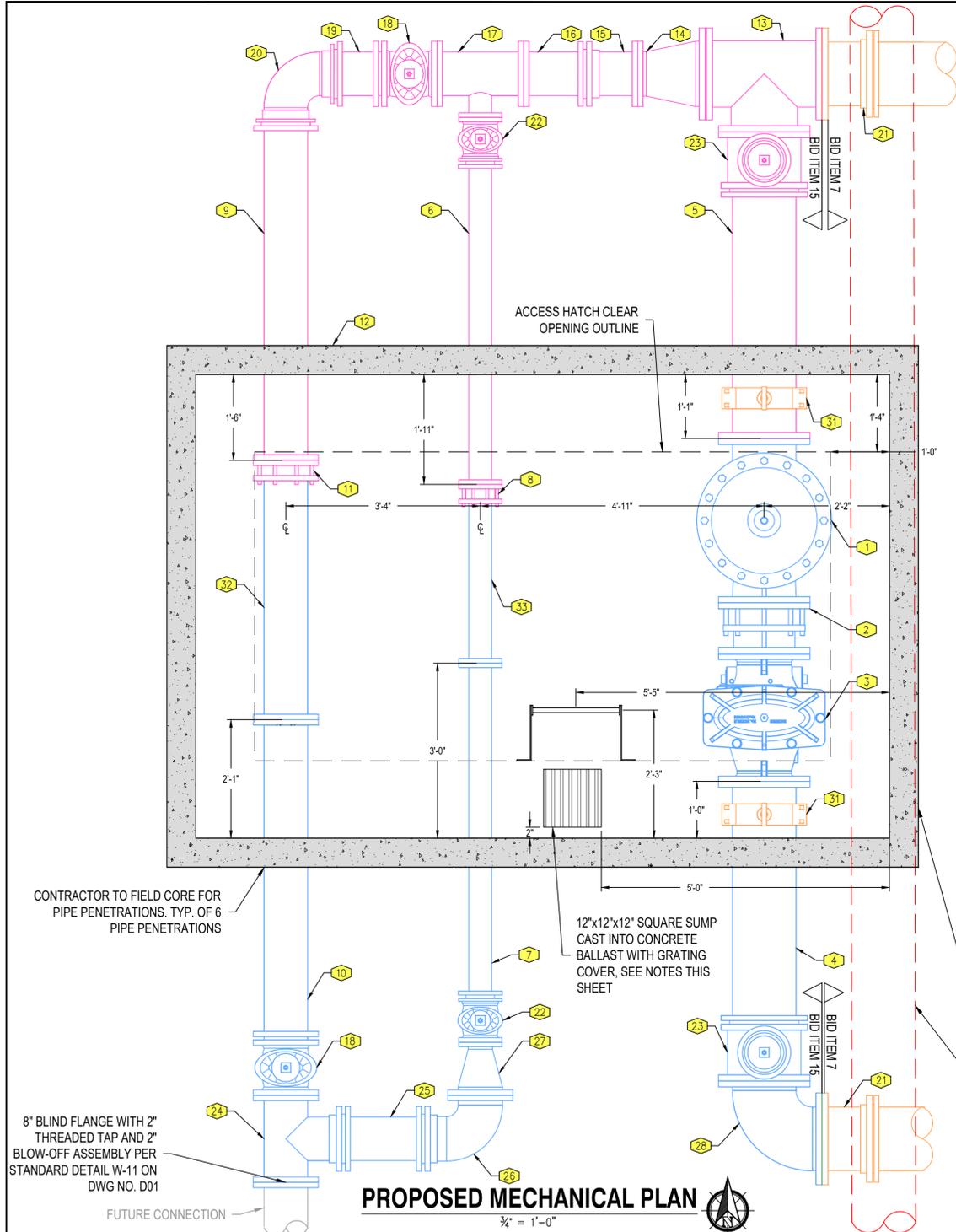
OWNER PROVIDED VAULT. CONTRACTOR TO PROVIDE ALL NECESSARY EQUIPMENT TO ACCOMMODATE DELIVERY OF VAULT IN UP TO 3 SEPARATE DELIVERIES. VAULT SUBMITTAL AVAILABLE UPON REQUEST.

APPROX. EXTENTS OF EXISTING 12" AC WATER MAIN. FOLLOWING PHASE 2 OF THE CONNECTION TO EXISTING AS SHOWN ON DWG NO. C08, REMOVE EXISTING AC PIPE AS NEEDED TO INSTALL VAULT AND ASSOCIATED PIPING. GROUT ENDS OF EXISTING AC PIPE FOR A LENGTH OF TWO TIMES EXISTING PIPE DIAMETER.



OBLIQUE

3/4" = 1'-0"



PROPOSED MECHANICAL PLAN

3/4" = 1'-0"

A
M02

MECHANICAL FITTING LEGEND

1 12" HYDRAULIC CONTROL CHECK VALVE (FLxFL). PILOT SYSTEM TO FACE TOWARD CENTER OF VAULT.	10 8" DI PIPE (FLxRJ), APPROX. LENGTH 6'-0"	19 8" DI PIPE, APPROX. LENGTH 2'-1"	28 12" DI 90° BEND (FLxFL), LOCATION PER DWG NO. C07
2 12" DISMANTLING JOINT	11 8" FLANGE COUPLING ADAPTER (FLxRJ) EQUAL TO ROMAC FCA501	20 8" DI 90° BEND (RJxRJ)	29 STANDON ADJUSTABLE PIPE SUPPORT. PIPE SUPPORT SIZE TO MATCH PIPE SIZE. MIN. 2 PIPE SUPPORTS PER PIPE RUN.
3 12" CLA-VAL H STYLE STRAINER X43H (FLxFL)	12 OWNER PROVIDED 8'x12' VAULT WITH KNOCKOUTS	21 12" FLANGE ADAPTER (FLxRJ)	30 OWNER PROVIDED 120"x60" TRIPLE LEAF DOOR ACCESS HATCH
4 12" DI SPOOL (FLxRJ), APPROX. LENGTH 4'-8"	13 12" DI TEE (FLxFL), LOCATION PER DWG NO. C07	22 4" GATE VALVE (FLxRJ)	31 12" SERVICE SADDLE WITH 1/2" OUTLET AND 1/2" CORP. STOP WITH PRESSURE GAUGE (RANGE: 0-150PSI). SADDLE AND CORP. STOP SHALL BE PER STANDARD DETAIL W-18.
5 12" DI SPOOL (FLxRJ), APPROX. LENGTH 4'-10"	14 12"x8" DI REDUCER (FLxFL)	23 12" GATE VALVE (FLxRJ)	32 8" DI SPOOL (FLxPE), APPROX. LENGTH 4'-4"
6 4" DI SPOOL (FLxRJ), APPROX. LENGTH 6'-0"	15 8" DI FLANGE ADAPTER (FLxRJ)	24 8" DI TEE (FLxFLxRJ) STRAPPED TO THRUST BLOCK. LOCATION PER DWG NO. C07	33 4" DI SPOOL (FLxPE), APPROX. LENGTH 2'-11"
7 4" DI SPOOL (FLxRJ), APPROX. LENGTH 6'-2"	16 8" DI SPOOL (FLxRJ), APPROX. LENGTH 1'-8"	25 8" RJ DI PIPE, APPROX. LENGTH 3'-5"	
8 4" FLANGE COUPLING ADAPTER (FLxRJ) EQUAL TO ROMAC FCA501	17 8"x4" DI TEE (FLxFL)	26 8" DI 90° BEND (FLxRJ) STRAPPED TO THRUST BLOCK	
9 8" DI SPOOL (FLxRJ), APPROX. LENGTH 6'-8"	18 8" GATE VALVE (FLxRJ)	27 8"x4" DI REDUCER (FLxFL)	

CONTRACTOR TO FIELD CORE FOR PIPE PENETRATIONS. TYP. OF 6 PIPE PENETRATIONS

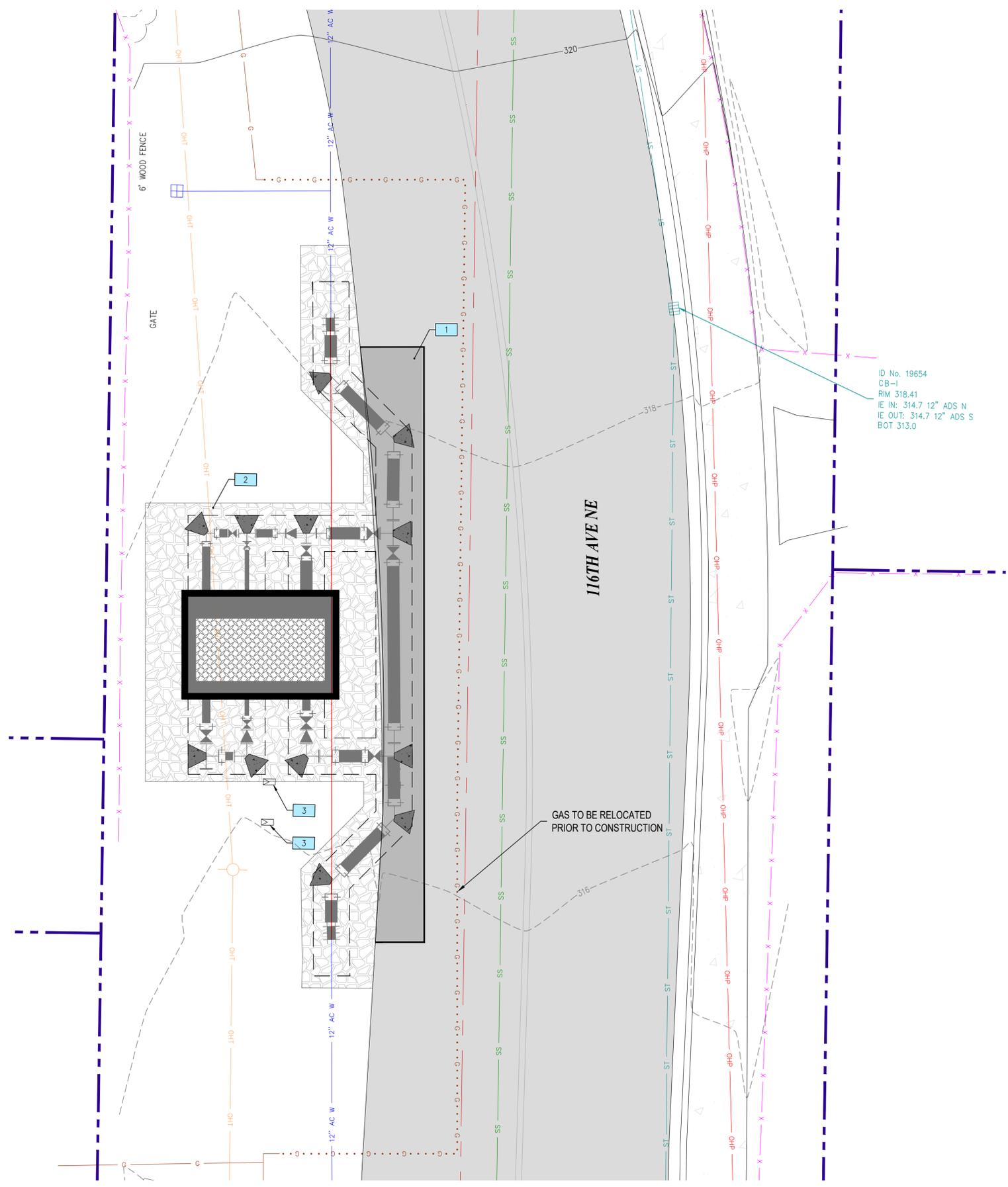
12"x12"x12" SQUARE SUMP CAST INTO CONCRETE BALLAST WITH GRATING COVER, SEE NOTES THIS SHEET

8" BLIND FLANGE WITH 2" THREADED TAP AND 2" BLOW-OFF ASSEMBLY PER STANDARD DETAIL W-11 ON DWG NO. D01

FUTURE CONNECTION

A
M02

A
M02



RESTORATION NOTES

ALL RESTORATION LIMITS SHOWN ARE APPROXIMATE. ANY CONCRETE RESTORATION REQUIRED SHALL EXTEND TO THE NEAREST JOINT OR EDGE.

- APPROX. TRENCH LIMITS
- PERMANENT ASPHALT TRENCH PATCH
- GRAVEL (CRUSHED SURFACING TOP COURSE) RESTORATION
- 1** PERMANENT TRENCH PATCH SURFACE RESTORATION PER CITY STANDARD DETAIL R.12 ON DWG NO. D01
- 2** MIN. 4" OF CSTC COMPACTED TO 90% MAX. DRY DENSITY PER MODIFIED PROCTOR IN ALL DISTURBED AREAS OUTSIDE OF ROADWAY.
- 3** REINSTATE MAILBOXES IN SAME LOCATION AS PRECONSTRUCTION CONDITIONS.

ID No. 19654
 CB-1
 RIM 318.41
 IE IN: 314.7 12" ADS N
 IE OUT: 314.7 12" ADS S
 BOT 313.0

**SOUTH CHECK VALVE STATION
 RESTORATION PLAN**



1" = 10'



SIGNED: 2/24/2026

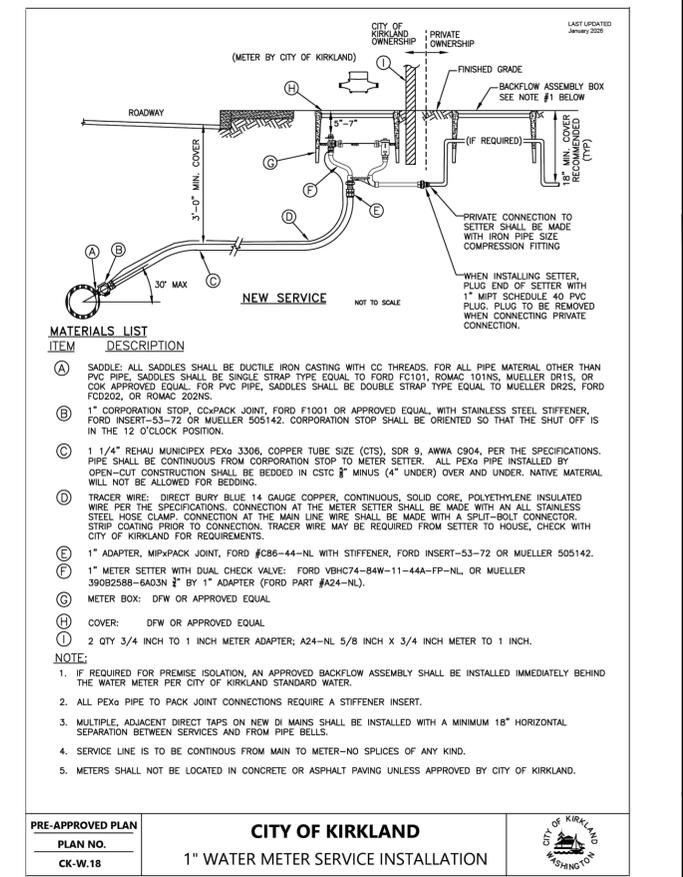
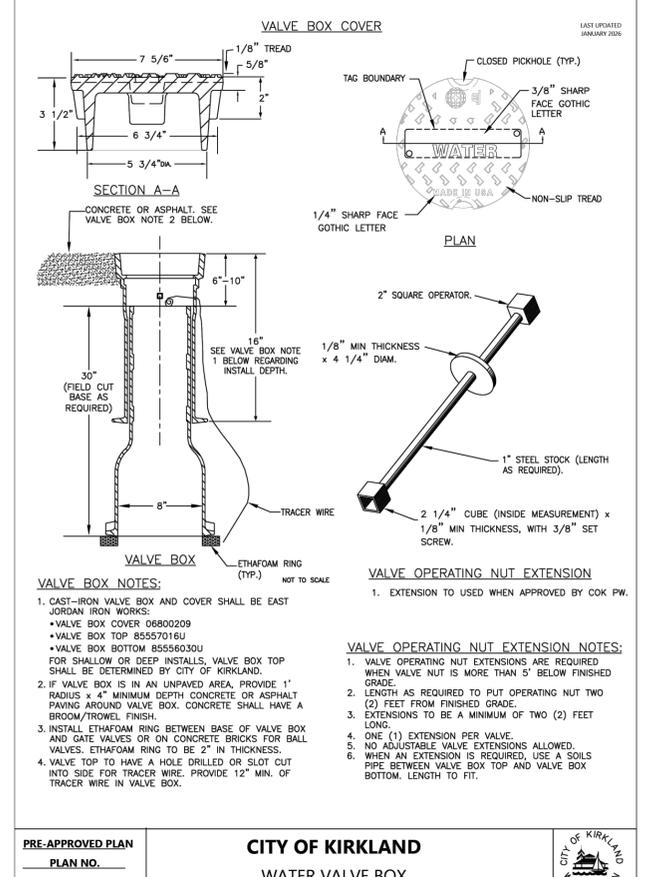
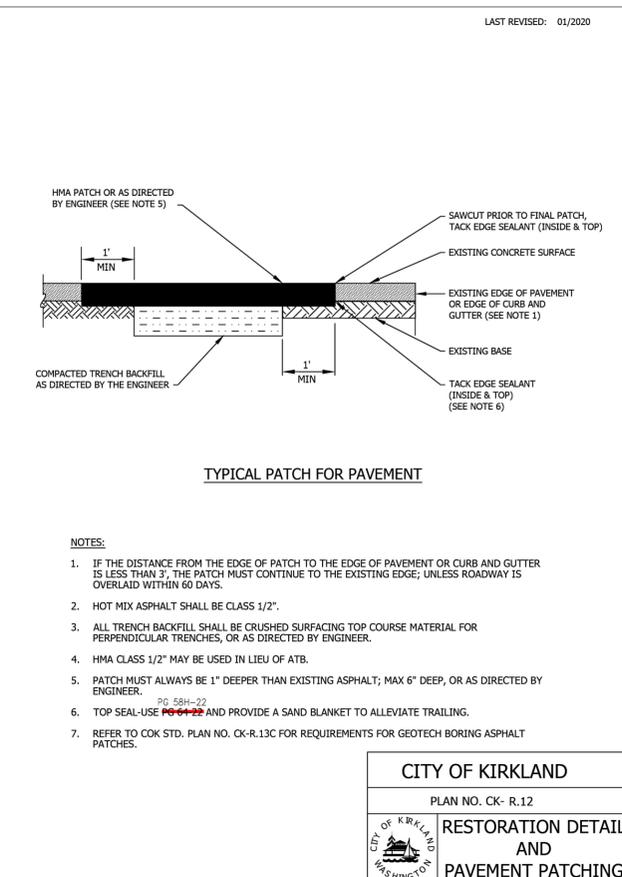
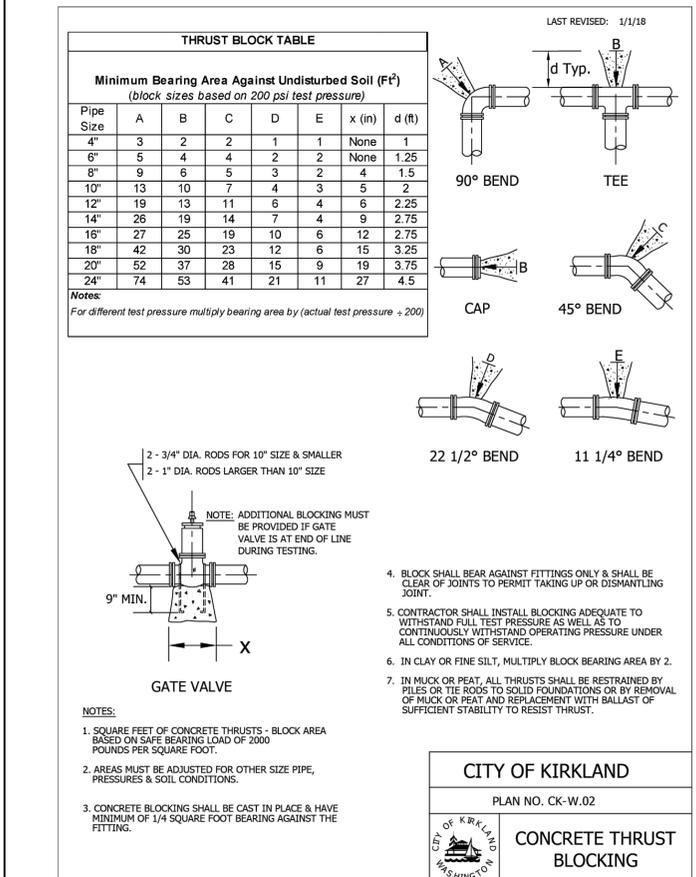
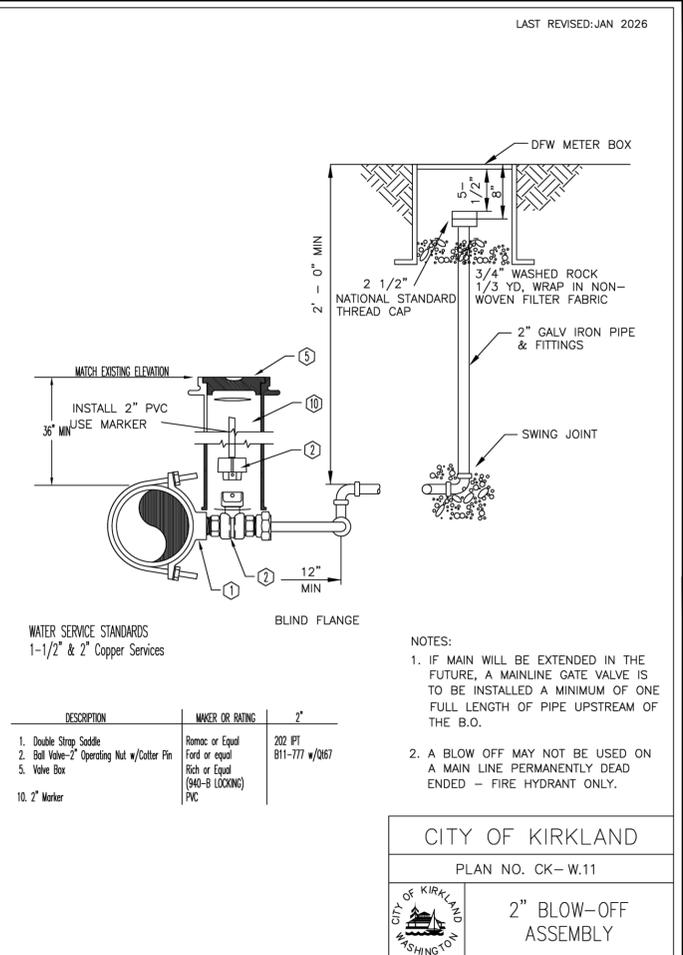
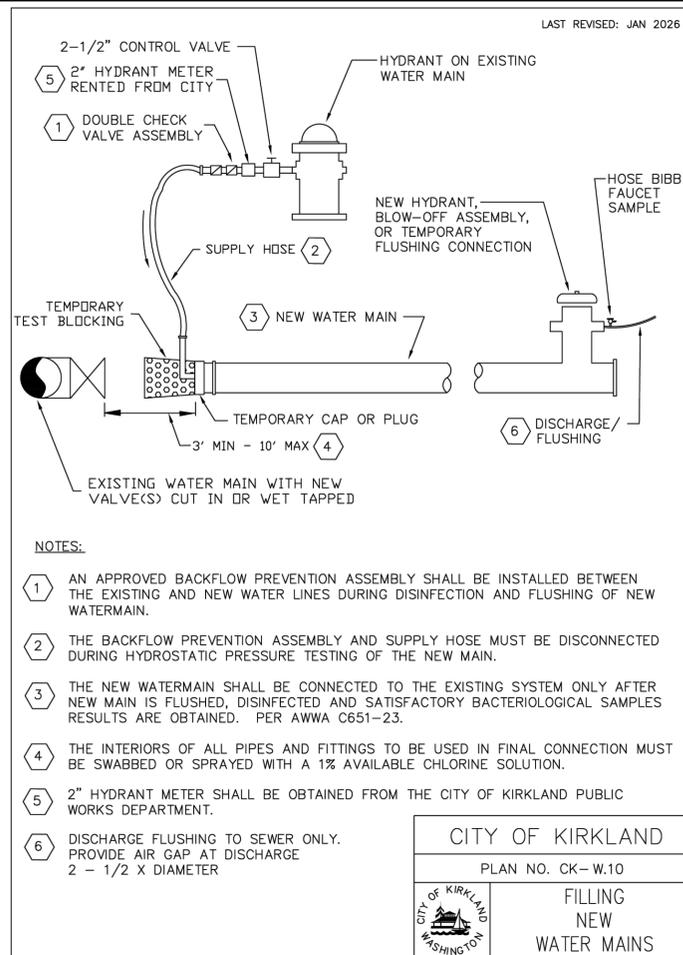
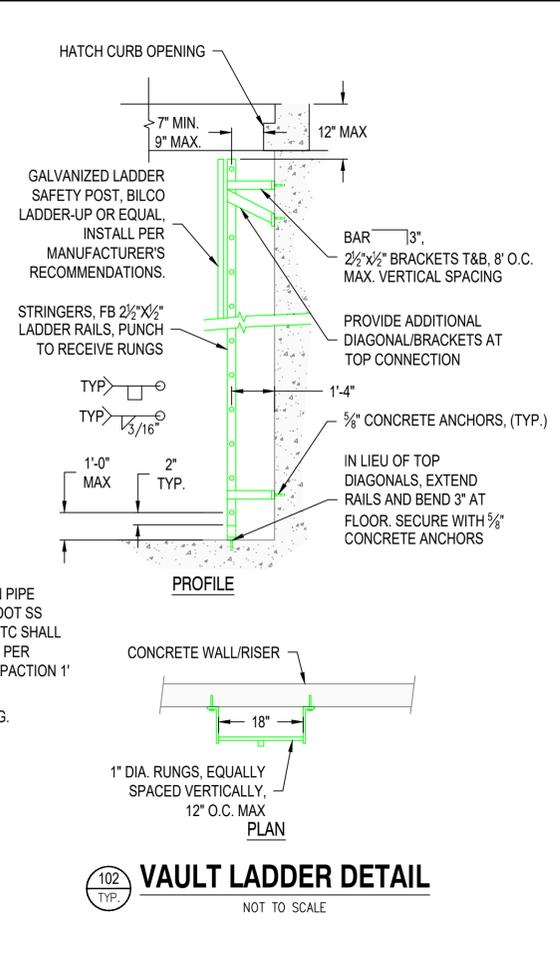
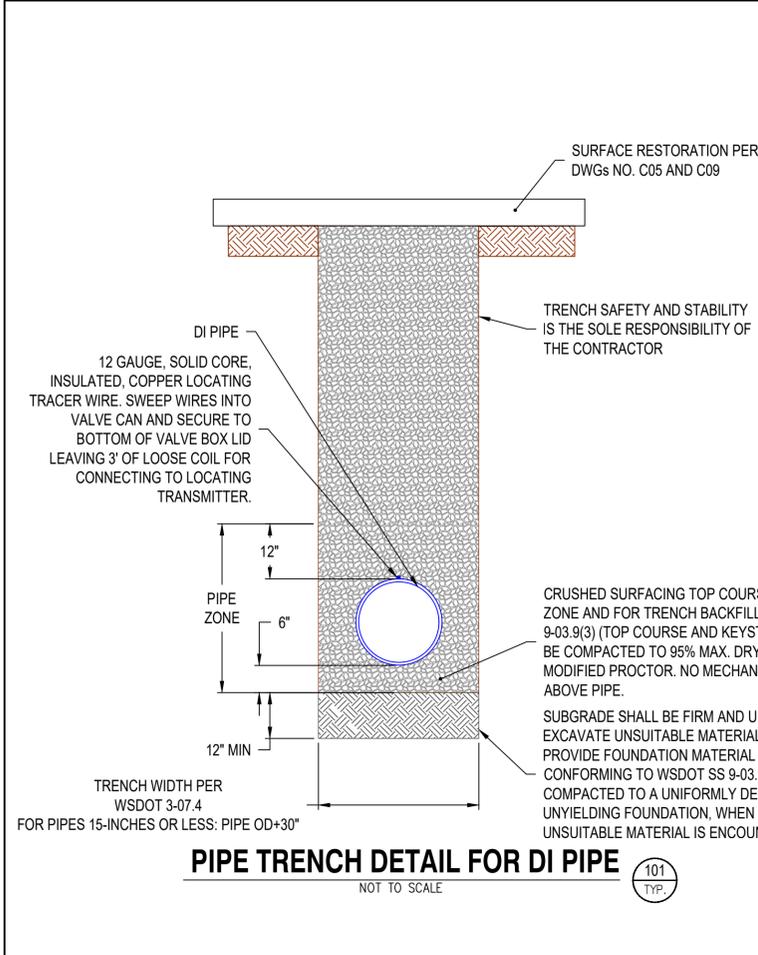
CITY OF KIRKLAND
HIGHLANDS TRBPS - CHECK VALVE STATIONS



**SOUTH CHECK VALVE STATION
 RESTORATION PLAN**

ENGINEER: CKB	DATE: Feb 20, 2026	CLIENT: KIR	JOB NO.: 26-0018
REVIEWED: RJF	PLT DATE: Feb 20, 2026	FILENAME: PRV-D-C09.DWG	
REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/24/2026	ISSUED FOR BIDDING	CKB
			RJF

SCALE: SHOWN	
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"	
DWG NO.: C09	SHEET NO.: 13



STATE OF WASHINGTON
PROFESSIONAL ENGINEER
SIGNED: 2/24/2026

CITY OF KIRKLAND
HIGHLANDS TRBPS - CHECK VALVE STATIONS

STANDARD DETAILS

ENGINEER	DATE	REVISIONS	ISSUED FOR BIDDING	DATE	DESCRIPTION
CKB	2/24/2026	1	2/24/2026		

SCALE: SHOWN

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

DWG NO.: D01 SHEET NO.: 14

APPENDIX B: GEOTECHNICAL MEMORANDUM



TECHNICAL MEMORANDUM

Client: City of Kirkland
Project: KIR 0260018.00.0002
Project File: Temporary Regional Booster Pump Station
Project Manager: Ryan Feskens, PE
Composed by: Steve Nelson, PE
Reviewed by: Ryan Feskens, PE
Subject: Temporary Regional Booster Pump Station Valve Vault Soil Investigation
Date: February 13, 2026



STEPHEN ERIC NELSON

Signed: 02/13/2026

Introduction

The City of Kirkland (City) intends to install a Temporary Regional Booster Pump Station (TRBPS) to reinstate a smaller, closed Upper Highlands pressure zone. The City retained RH2 Engineering, Inc., (RH2) to design the TRBPS ahead of the 2026 peak demand season. The proposed TRBPS project also includes two new valve vaults and other minor system changes that will be confirmed during predesign and included in the design and construction of the TRBPS facility. This technical memorandum summarizes a limited soil investigation at the two valve vault locations with recommendations for design and construction. The vaults will be 8 feet wide by 10 feet long by 8 feet deep, and placed within excavations that are approximately 10 feet deep.

Activities

On December 30, 2025, City staff used a Vactor truck to advance two 12-inch-diameter boreholes at proposed locations for the pre-cast concrete vaults. At the north site, the Vactor hole reached a depth of approximately 8 feet below ground surface (bgs). At the south site, the Vactor hole reached a depth of approximately 3 feet bgs.

The north Vactor borehole (**Photo 1**) encountered dense gravelly sand with silt with few cobbles and occasional tree roots. The soil was moist, but not saturated. The soil density appeared to increase with depth. The soil composition and density is likely to be consistent to the proposed 10-foot depth of the north station vault excavation.



Photo 1. North station Vactor hole.

The south Vactor hole encountered very dense cobbly sandy gravel with silt to a depth of 3 feet bgs (**Photo 2**). Buried pipe was observed at a depth of 2.5 feet bgs. The Vactor hole was discontinued due to the very dense soil condition, which resisted Vactor excavation. The soil composition and density is likely to be consistent to the proposed 10-foot depth of the south station vault excavation.



Photo 2. South station Vector hole.

Recommendations

The soil at both locations exhibited dense, moderate to low permeability soil. There are no constructability issues at either location; excavations for both vaults may be achieved with typical excavation equipment capable of reaching depths of 10 feet bgs. The soil may have limited drainage capacity, and the excavations may retain incidental precipitation and shallow groundwater seepage at a rate faster than the native soil at the bottom of the excavation can exfiltrate the seepage. Consequently, the excavation backfill may fill with water, creating a buoyancy condition during the winter months. This condition should be mitigated by using a thickened concrete base to resist buoyant uplift that is designed with the conservative assumption that groundwater in the vault backfill may rise to within 2 feet of the ground surface.

The native soil at the base of the excavation should be compacted to a firm and unyielding condition before placing a 12-inch-thick layer of crushed surfacing base course compacted to 95 percent maximum dry density per modified Proctor methods.