Set No. _____

Specifications, Proposal, and Contract Documents for:

Market Street / 98th Avenue Pedestrian / Bicycle Improvements

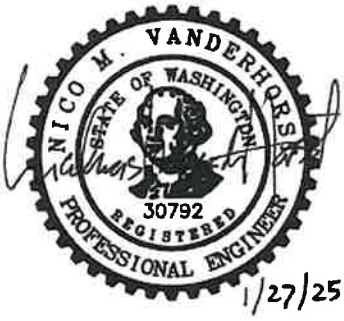
CIP No. NMC3000020
Job No. 03-25-PW

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

CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS

MARKET STREET / 98TH AVENUE NE
PEDESTRIAN / BICYCLE IMPROVEMENTS
CIP NO. NMC3000020
JOB NO. 03-25-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.



Nico Vanderhorst, PE
Engineer of Record

Approved for Construction:

George Minassian, PE
Interim Capital Projects Manager

CITY OF KIRKLAND
GENERAL TABLE OF CONTENTS

INVITATION TO BID

City of Kirkland

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 10:00 A.M., local time on March 7, 2025, for the project hereinafter referred to as:

MARKET STREET / 98TH AVENUE NE
PEDESTRIAN / BICYCLE IMPROVEMENTS
CIP NO. NMC300020
PROJECT JOB NO. 03-25-PW

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

The work to be performed under these specifications consists of furnishing all labor, tools, materials, and equipment necessary for constructions of the **MARKET STREET / 98TH AVENUE NE PEDESTRIAN / BICYCLE IMPROVEMENTS.**

Specific work includes, but is not limited to sidewalk and bike lane improvements along 98th Avenue, pedestrian crossing and RRFB signal improvements at the intersection of Market Street and 19th Avenue. The estimated cost for this project is in the range of $750,000 to $875,000.

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

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

Questions regarding this project shall be submitted in writing to Tiffany Tillison via email at ttillison@kirklandwa.gov. Questions via phone will not be accepted. Bidders shall submit questions no later than 5:00 P.M. on February 28 , 2025.

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

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

Published: Daily Journal of Commerce, Seattle Times – February 13, 2025: February 20, 2025

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GENERAL INFORMATION, PROPOSAL & CONTRACT

City of Kirkland

CITY OF KIRKLAND
TABLE OF CONTENTS – PROPOSAL

CITY OF KIRKLAND
INFORMATION FOR BIDDERS

Bidders must bid on all items contained in the proposal.

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

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

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

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

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

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

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

4. BID BOND

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

5. NONCOLLUSION AFFIDAVIT – Notarized
6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. SUBCONTRACTOR IDENTIFICATION LIST

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

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

1. CONTRACT

   This agreement is to be executed by the successful bidder.

1. PERFORMANCE AND PAYMENT BOND

   To be executed by the successful bidder and its surety company.

2. CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE; RETAINED PERCENTAGE ESCROW AGREEMENT

   To be executed by the successful bidder based on bidder's selection of option.

4. CERTIFICATES OF INSURANCE

   To be executed by the successful bidder and by an acceptable insurance company. The City of Kirkland must be named as an additional insured.

5. STATEMENT(S) OF INTENT TO PAY PREVAILING WAGES

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

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

CITY OF KIRKLAND
BIDDER RESPONSIBILITY CRITERIA

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

☐ 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

☐ 2. Have a current Washington Unified Business Identifier (UBI) number;

☐ 3. Have:

a. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;

b. A Washington Employment Security Department number, as required in Title 50 RCW;

c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

☐ 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). **Meet responsibility criteria in RCW 39.04.350**

☐ 5. Until December 31, 2017, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

☐ 6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

CITY OF KIRKLAND
SUBCONTRACTOR RESPONSIBILITY CRITERIA

☐ A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

☐ B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

☐ 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

☐ 2. Have a current Washington Unified Business Identifier (UBI) number;

☐ 3. Have:

a) Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RC

b) A Washington Employment Security Department number, as required in Title 50 RCW;

c) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

d) An electrical contractor license, if required by Chapter 19.28 RCW;

e) An elevator contractor license, if required by Chapter 70.87 RCW.

☐ 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3). **Meet responsibility criteria in RCW 39.04.350**

☐ 5. Until December 31, 2017, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

☐ 6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

CITY OF KIRKLAND
BID PROPOSAL

Market Street / 98th Avenue NE
Pedestrian / Bicycle Improvements
CIP NO. NMC3000020
JOB NO. 03-25-PW

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

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

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

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

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

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

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

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

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 **Market Street / 98th Avenue NE Pedestrian / Bicycle Improvements; JOB NO. 03-25-PW** for the following:

Total Computed Price *(in figures)*: $_____

Total Bid *(in figures)*: $_____

Total Bid *(in words)*: _____

_____

Receipt of Addenda No(s). _____ is hereby acknowledged.

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

_____	_____
CONTRACTOR (Firm Name)	Location or Place Executed: (City, State)
_____	_____
By	Name and title of person signing
_____	_____
(Indicate whether Contractor is Partnership, Corporation, or Sole Proprietorship)	Date
_____	_____
Washington State Contractor's Registration Number	Contractor's Industrial Insurance Account Number
_____	_____
Employment Security Identification Number	Uniform Business Identification (UBI) Number

Contractor's Address:

	Telephone Number
	Fax Number
	EMAIL

** Bid proposal to be submitted in a **sealed envelope** marked "**Bid Enclosed**" for **Market Street / 98th Avenue NE Pedestrian / Bicycle Improvements, JOB NO. 03-25-PW.**

CITY OF KIRKLAND
BID SCHEDULE

Market Street / 98th Avenue NE
Pedestrian / Bicycle Improvements
JOB NO. 03-25-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	1-09	1	LS		
2	Minor Changes	1-04	30,000	FA	$ 30,000	$ 30,000
3	Record Drawings (Minimum Bid $2,000)	1-05	1	LS		
4	Surveying	1-05	1	LS		
5	ADA Features Surveying	1-05	1	LS		
6	Spill Prevention, Control and Countermeasures Plan (SPCC)	1-07	1	LS		
7	Utility Potholing	1-07	7,500	FA	$ 7,500	$ 7,500
8	Type A Progress Schedule (Minimum Bid $2,000)	1-08	1	LS		
9	Project Temporary Traffic Control	1-10	1	LS		
10	Selective Tree Pruning	2-01	1	LS		
11	Clearing and Grubbing	2-01	1	LS		
12	Removal of Structures and Obstructions	2-02	1	LS		
13	Shoring or Extra Excavation Class B	2-09	300	SF		
14	Trimming and Cleanup	2-11	1	LS		
15	Crushed Surfacing Base Course	4-04	200	TN		
16	Planing Bituminous Pavement	5-04	220	SY		
17	HMA Cl. 1/2" PG 58H-22	5-04	110	TN		
18	Erosion Control and Water Pollution Prevention	8-01	1	LS		
19	ESC Lead	8-01	60	DAY		
20	High Visibility Silt Fence	8-01	660	LF		
21	Inlet Protection	8-01	5	EA		
22	Compost Sock	8-01	640	LF		
23	Topsoil Type A	8-02	50	CY		
24	Fine Compost (3")	8-02	20	CY		

Item No.	Item Description	Spec Ref	Est Qty	Unit	Unit Price	Amount
25	Native Erosion Control Grass Seed Mix	8-02	200	SY		
26	Cement Conc. Traffic Curb and Gutter	8-04	140	LF		
27	Cement Conc. Traffic Curb	8-04	520	LF		
28	Cement Conc. Pedestrian Curb	8-04	40	LF		
29	Median Curb	8-07	100	LF		
30	Post 2-Rail Fence	8-12	600	LF		
31	Cement Conc. Sidewalk	8-14	330	SY		
32	Cement Conc. Thickened Edge Sidewalk	8-14	25	SY		
33	Cement Conc. Thickened Edge Sidewalk with Light Pole	8-14	50	SY		
34	Stamped Cement Conc. Pavement	8-14	70	SY		
35	RRFB System for Market St & 19th Ave Intersection	8-20	1	LS		
36	Pedestrian Illumination System along 98th Ave NE	8-20	1	LS		
37	Permanent Signing	8-21	1	LS		
38	Plastic Bicycle Lane Intersection/Conflict Zone Pavement Marking	8-22	30	SF		
39	Plastic Bicycle Lane Symbol	8-22	3	EA		
40	Plastic Stop Line	8-22	50	LF		
41	Plastic Crosswalk Line	8-22	150	SF		
42	Paint Line	8-22	700	LF		
43	Removing Pavement Markings	8-22	1	LS		
44	Adjust Utility Manhole	8-26	1	EA		

TOTAL COMPUTED BASE BID PRICE: $_____

CIITY OF KIRKLAND
BID DEPOSIT

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

SIGN HERE_____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

_____
Project Name Job Number

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

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

PRINCIPAL: SURETY:

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

CITY OF KIRKLAND
NONCOLLUSION AFFIDAVIT
Market Street / 98th Avenue NE
Pedestrian/Bicycle Improvements
CIP NO. NMC3000020
JOB NO. 03-25-PW

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

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

_____ _____
Firm Name Authorized Signature

_____
Type Name

_____
Title

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

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

NOTICE TO ALL BIDDERS

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

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

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

CITY OF KIRKLAND
STATEMENT OF BIDDER'S QUALIFICATIONS

Contractor Name: _____ Contact: _____

Business Address: _____

Business phone: _____ Fax: _____

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

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

_____

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

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

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

_____

_____

_____

Bank reference(s): _____

Washington State Contractor Registration No.: _____

Uniform Business Identification No.: _____

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

Authorized Signature: _____

Print Name: _____ Title: _____

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

RCW 39.30.060 requires the following:

> "(1) Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010 … shall require each prime contract bidder to submit:
>
> > (a) Within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work; or
> >
> > (b) Within forty-eight hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation.
>
> The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid non-responsive and, therefore, void."

Each bidder shall submit a list of:

1. HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors; and

2. The specific items of work those subcontractors will perform on the contract; and

3. The specific items of work that will be performed by the bidder on the contract relating to work described in RCW 39.30.060.

CITY OF KIRKLAND
SUBCONTRACTOR IDENTIFICATION LIST

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

Proposed Subcontractors and items of work to be performed:

Subcontractor Name: _____

Item Numbers: _____

_____

_____

_____

Subcontractor Name: _____

Item Numbers: _____

_____

_____

_____

Subcontractor Name: _____

Item Numbers: _____

_____

_____

_____

Subcontractor Name: _____

Item Numbers: _____

_____

_____

_____

— make additional pages if necessary —

Work to be performed by Prime Contractor:

Item Numbers: _____

_____

_____

_____

_____

CITY OF KIRKLAND
BIDDER'S CHECKLIST

1. Have you reviewed the Bidder Responsibility and Subcontractor Responsibility Criteria?

2. Have you enclosed a bid bond or certified check with your bid? (Must be at least 5% of the total amount bid)

3. Have you entered a bid amount for all items and all schedules?

4. Do the written amounts of the proposal agree with the amounts shown in the figures?

5. Have you acknowledged receipt of addenda?

6. Has the proposal been properly completed and signed?

7. Have you completed the Statement of Bidder's Qualifications?

8. Have you completed the City of Kirkland Non-collusion Affidavit?

9. Have you completed the Subcontractor Identification List? (This is to be completed for HVAC, plumbing, and electrical subcontractors if the estimate amount exceeds $1,000,000.)

10. Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for:

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
TABLE OF CONTENTS – CONTRACT DOCUMENTS

CITY OF KIRKLAND
PUBLIC WORKS AGREEMENT
Version:063020
Market Street / 98th Avenue NE
Pedestrian / Bicycle Improvements
JOB NO. 03-25-PW

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

W I T N E S S E T H:

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

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

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "Market Street / 98th Avenue NE Pedestrian / Bicycle Improvements, Job No. 03-25-PW"

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

A. Invitation to Bid, as published by the City.

B. Specifications prepared for this project by the City and named above by title.

C. Detailed Plans listed and described in said Specifications, together with those which may be issued as supplements thereof.

D. The bid proposals submitted by the Contractor as to those items and/or alternatives accepted by the City.

E. Any written change orders, additions, or deletions, if any, issued by the City, pursuant to this agreement.

F. Indemnification and insurance provisions included in the project documents shall apply to this agreement.

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

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

_____
CONTRACTOR (Firm Name)

_____ _____
Signature of authorized officer Name and title of officer (print or type)

_____ _____
WA Contractor's Registration Number Industrial Insurance Account Number

_____ _____
Uniform Business Identification (UBI) Number Phone Number

(For corporations, LLCs, and other legal entities)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

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

Given under my hand and official seal this _____ day of _____, 2____.

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

(For individuals and D/B/As)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

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

Given under my hand and official seal this _____ day of _____, 2____.

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

CITY OF KIRKLAND

BY: _____
Tracey Dunlap, Deputy City Manager

CITY OF KIRKLAND
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 **Market Street / 98th Avenue NE Pedestrian / Bicycle Improvements**, **Job No 03-25-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.

CITY OF KIRKLAND
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 **Market Street / 98th Avenue NE Pedestrian / Bicycle Improvements, Job No 03-25-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.

1. 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.
2. 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

Market Street / 98th Avenue NE
Pedestrian / Bicycle Improvements
JOB NO. 03-25-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: _____

CITY OF KIRKLAND
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 **PRINICPAL**

By: _____ By: _____

Name/Title Name/Title

OF:_____ OF:_____

Surety Name and Local Office of Agent:_____

Surety Name and Phone of Local Office of Agent: _____

_____

CITY OF KIRKLAND
RETAINED PERCENTAGE ESCROW AGREEMENT
Market Street / 98th Avenue NE Pedestrian / Bicycle Improvements
JOB NO. 03-25-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:

By: _____
Signature

_____
Print or Type Name

_____
Title

Address: _____

_____

CITY OF KIRKLAND:

By: _____
Signature

_____
Print or Type Name

_____
Title

123 Fifth Avenue
Kirkland, Washington 98033

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

ESCROW BANK OR TRUST CO:

_____

By: _____
Authorized Signature

_____
Print or Type Name

_____
Title

Securities Authorized by City of Kirkland (select one):

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

RETURN THIS SIGNED AGREEMENT TO:

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

CITY OF KIRKLAND
RETAINAGE RELEASE REQUIREMENTS

DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

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

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

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

   Department of Revenue
   Excise Tax Division
   Olympia, Washington 98504

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

   Department of Labor/Industries

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

   Department of Revenue
   Department of Labor and Industries
   Employment Security Department

3. 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.

4. Current insurance certificate through retainage release
   (Contractor generates)

5. Produce final invoice for retainage if bond is not selected
   (Contractor generates)

SPECIAL PROVISIONS

Supplement to

2025

WSDOT Standard Specifications

City of Kirkland

CITY OF KIRKLAND
TABLE OF CONTENTS – 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 Market Street / 98th Avenue NE Pedestrian / Bicycle Improvements.

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

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

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

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

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

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

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

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

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

DIVISION 1 – GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This contract provides for pedestrian/bicycle improvements along 98th Avenue along with RRFB signal improvements at the intersection of Market Street and 19th Avenue and all related Work, all in accordance with the Contract Plans, these Contract Special Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

(January 19, 2022 APWA GSP)

1-01.3 Definitions

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

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

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

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

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

Contract Documents
See definition for “Contract.”

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

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

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

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

1-02 BID PROCEDURES AND CONDITIONS

(January 24, 2011 APWA GSP)

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

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

(January 1, 2016 COK GSP)

Add the following new section:

1-02.1(1) Supplemental Qualifications Criteria

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

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

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

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

Supplemental Criteria. Contracting Agency acknowledges that Change Orders (changes, extra work, requests for equitable adjustment and claims (defined as including demands for money or time in excess of the contract amount or contract time)) are ubiquitous on public

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

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

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

(June 27, 2011 APWA GSP)

1-02.2 Plans and Specifications

Delete this section and replace it with the following:

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

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

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

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

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

(December 30, 2022 APWA GSP Option B)

1-02.4(1) General

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business **3** business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

(March 8, 2013 APWA GSP)

1-02.4(2) Subsurface Information

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

(November 25, 2024 APWA GSP)

1-02.5 Proposal Forms

Delete this section and replace it with the following:

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

(November 25, 2024 APWA GSP Option B)

1-02.6 Preparation of Proposal

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

(March 8, 2013 APWA GSP)

1-02.7 Bid Deposit

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

(January 1, 2016 COK GSP)

1-02.8 Noncollusion Declaration and Lobbying Certification

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

Conflict of Interest

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

(July 23, 2015 APWA GSP)

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals

(September 3, 2024 APWA GSP)

Delete this section and replace it with the following:

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

demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;

i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or

k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:

   a. The Proposal does not include a unit price for every Bid item;

   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;

   c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;

   d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;

   e. Receipt of Addenda is not acknowledged;

   f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or

   g. If Proposal form entries are not made in ink.

(May 17, 2018 APWA GSP, Option A)

1-02.14 Disqualification of Bidders

Delete this section and replace it with the following:

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

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

(December 30, 2022 APWA GSP)

1-02.15 Pre Award Information

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

(December 30, 2022 APWA GSP)

1-03.1 Consideration of Bids

Revise this section to read:

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

1-03.3 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 (10) calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

(January 1, 2016 COK GSP)

1-03.4 Contract Bond

Revise the first paragraph to read:

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

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

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

(December 30, 2022 APWA GSP)

1-03.7 Judicial Review

Revise this section to read:

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

(April 25, 2019 COK GSP)

Add new Section 1-03.8.

1-03.8 Escrow Bid Document Preservation

Scope and Purpose

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

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

Definition: Bid Documentation

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

Submittal of Bid Documentation

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

Affidavit

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

Verification

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

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

Supplementation

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

Duration and Use

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

claims against the Contracting Agency are reserved on the final Contract voucher certification, the Bid documentation and affidavit shall remain in escrow.

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

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

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

1. To the Contracting Agency upon receipt of a letter from the Contractor authorizing the release;
2. To the Contracting Agency upon receipt of a certified copy of a court order directing the release of the documents;
3. To the court for an in camera examination pursuant to a certified copy of a court order; and
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.

(December 30, 2022 APWA GSP)

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

Revise the second paragraph to read:

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

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

1-04.4 Changes

(May 30, 2019 APWA GSP)

1-04.4(1) Minor Changes

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to $30,000 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.

(January 1, 2016 COK GSP)

1-04.11 Final Cleanup

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

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

The Contractor shall:

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

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

(January 27, 2021 COK GSP)

Add new Section 1-04.12.

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

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

1-05 CONTROL OF WORK

(January 27, 2021 COK GSP)

1-05.1 Authority of the Engineer

Section 1-05.1 is supplemented with the following:

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

(January 1, 2020 COK GSP)

1-05.4 Conformity with and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

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

(March 9, 2023 WSDOT GSP)

Contractor Surveying – ADA Features

ADA Feature Staking Requirements
The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features.

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

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

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

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

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

"ADA Features Surveying," lump sum.

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

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

(January 1, 2016 COK GSP)

Add new Section 1-05.4(1).

1-05.4(1) Roadway and Utility Surveys

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

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

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

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

1. Construction centerline or an offset to construction centerline shall be staked at all angle points and 100-foot intervals on tangents.
2. Offset stakes of JUT Centerline at all angle points and at 50-foot intervals on tangents
    a. Cut/fill shall reference the elevations of the lowest conduit.
    b. Offset shall reference the location of the center of trench and list the width of the trench section.
3. Offset stakes of all structure control/location points shown on the undergrounding Plans.
    a. Each vault, handhold, and junction box shall have a sets of off-set points provided each location point shown in the location tables Cut/Fill shall reference elevations of the finish grade of the top lid of the structure.
    b. Each pole riser and stub up, shall have at least one set of off-set hubs provided with cut/fills to finish ground elevations.

c. Finish grade elevations of all structures shall be determined by the Contractor based on the typical sections and details provide on the Contract Drawings.

4. Offset stakes at face or walls.
5. Offset staking of all drainage structures and drainage pipes at 50-foot intervals.
6. Location of all right-of-way and easements adjacent to the work area as shown on the right-of-way Plans.
7. Offset of all permanent concrete sidewalks, curb ramps, and driveways.

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

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

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

Stationing	+.01 foot
Alignment	+.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.

(October 1, 2005 APWA GSP)

1-05.7 Removal of Defective and Unauthorized Work

Supplement this section with the following:

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

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

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

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

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

(January 1, 2016 COK GSP)

1-05.9 Equipment

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

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

(January 1, 2016 COK GSP)

1-05.10 Guarantees

Section 1-05.10 is supplemented as follows:

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

(October 1, 2005 APWA GSP)

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for

the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

(March 8, 2013 APWA GSP)

1-05.12 Final Acceptance

Add new Section 1-05.12(1).

1-05.12(1) One-Year Guarantee Period

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

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

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

(August 14, 2013 APWA GSP)

1-05.13 Superintendents, Labor, and Equipment of Contractor

Delete the sixth and seventh paragraph of this section.

(January 4, 2024 APWA GSP)

1-05.15 Method of Serving Notices

Revise the second paragraph to read:

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

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

Add the following new section:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

(March 8, 2013 APWA GSP)

Add new Section 1-05.18.

1-05.18 Record Drawings

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

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

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

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

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

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

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

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

Making Entries on the Record Drawings:

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

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

Payment will be made for the following bid item:

Record Drawings (Minimum Bid $**2,000**)	Lump Sum

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum

item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

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

(November 19, 2019 COK GSP)

Add new Section 1-05.19.

1-05.19 Daily Construction Report

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

Every single diary sheet/page must have:

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

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

1. Day and date.
2. Weather conditions, including changes throughout the day.
3. Complete description of work accomplished during the day, with adequate references to the Plans and Contract Provisions so the reader can easily and accurately identify said work on the Plans. Identify location/description of photographs or videos taken that day.
4. Each and every changed condition, dispute or potential dispute, incident, accident, or occurrence of any nature whatsoever which might affect Contractor, Contracting Agency, or any third party in any manner. This shall be provided on a separate page for other information.
5. List all materials received and stored on- or off-site by Contractor that day for future installation, including the manner of storage and protection of the same.
6. List materials installed that day.
7. List all Subcontractors working on-site that day.
8. List the number of Contractor's employees working during each day, by category of employment.
9. List Contractor's equipment on the site that day; showing which were in use, and which idle.
10. Notations to explain inspections, testing, stake-out, and all other services furnished by Contracting Agency or other party during the day.

11. Verify the daily (including non-work days) inspection and maintenance of traffic control devices and condition of the traveled roadway surfaces.
12. Any other information that serves to give an accurate and complete record of the nature, quantity, and quality of Contractor's progress on each day.
13. Add; Officials and visitors onsite
14. Change Orders
15. Occurrence of testing, staking or special inspections

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

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

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

1-06 CONTROL OF MATERIAL

(January 1, 2016 COK GSP)

1-06.1 Approval of Materials Prior to Use

Section 1-06.1 is supplemented as follows:

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

(February 17, 2022 COK GSP)

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

Revise the first paragraph to read:

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

(June 27, 2011 AWPA GSP)

1-06.1(4) Fabrication Inspection Expense

Delete this section in its entirety.

1-06.2 Acceptance of Materials

1-06.2(2)B Financial Incentive

(January 4, 2024 AWPA GSP)

Replace the first sentence of this Section with the following:

The maximum Composite Pay Factor shall be 1.00.

(January 4, 2016 APWA GSP)

1-06.6 Recycled Materials

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

(January 1, 2021 COK GSP)

1-07.1 Laws to Be Observed

Section 1-07.1 is supplemented with the following:

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

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

Compliance with Laws

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

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

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

(January 1, 2016 COK GSP)

Supplement this section with the following:

Contractor's Safety Responsibilities

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

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

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

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

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

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

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

(June 27, 2011 APWA GSP)

1-07.2 State Taxes

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

1-07.2 State Sales Tax

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.5 Environmental Regulations

(January 1, 2021 COK GSP)

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

Supplement this section with the following:

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

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

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

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

(January 1, 2021 COK GSP)

1-07.5(3) State Department of Ecology

Supplement this section with the following:

Contractor shall comply with all requirements of the Construction Stormwater General Permit (CSWGP) if this permit has been issued for this Work. Additionally, Contractor shall comply with all applicable requirement of Kirkland Municipal Code KMC 15.52, as

this local code has been adopted to meet Washington State Department of Ecology requirements for city stormwater management.

CSWGP Permit Number (if issued): None Required

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

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

Revise the paragraph 6 to read:

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

Revise the paragraph 8 to read:

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

(January 1, 2021 COK GSP)

1-07.5(6) U.S. Fish and Wildlife Service and National Marine Fisheries Service

Delete this section and replace it with the following:

The Contractor shall provide all required fish exclusion and handling services required by the Work, unless otherwise indicated in the Contract Documents. If the Contractor discovers any fish stranded by the project, they shall immediately transfer and release the fish alive into a flowing stream or open water outside the Work area.

(January 1, 2021 COK GSP)

1-07.6 Permits and Licenses

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

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

Supplement second paragraph of this section with the following:

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

(January 2, 2018 WSDOT GSP)

Section 1-07.6 is supplemented with the following:

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g., Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

City of Kirkland

Land Surface Modification (LSM) Permit
Critical Area Permit

(******)

Section 1-07.6 is supplemented with the following:

PERMITS BY CONTRACTOR

The owner has submitted and paid for the permits listed above for the project. Contractor shall be solely responsible to obtain and pay for any additional permits or fees.

Submittal of a Business License is required by the jurisdictions prior to obtaining construction permits.

Additional permit required to be submitted and paid by the Contractor:

City of Kirkland

Electrical Permit

(January 1, 2021 COK GSP)

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

Add new Section 1-07.6(1)

The Contracting Agency has not obtained a King County Authorization for Construction Dewatering or local sanitary sewer operating permits for this Work. Contractor proposals for

this method of construction stormwater disposal will be supported by the Contracting Agency only if, as determined by the Engineer, the proposal meets all the requirements indicated in Section 1-07.6 and this Section.

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

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

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

(January 1, 2021 COK GSP)

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

Add new Section 1-07.6(2)

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

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

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

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

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

1-07.9 Wages

(July 8, 2024 APWA GSP)

1-07.9(5) Required Documents

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.

(January 1, 2016 COK GSP)

1-07.14 Responsibility for Damage

Section 1-07.14 is supplemented with the following:

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

1-07.15 Temporary Water Pollution/Erosion Control

(January 10, 2019 COK GSP)

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

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

> In the event the Contractor uses an SPCC Plan template that either follows the WSDOT SPCC Plan Template or contains the same or similar content and/or format, the following changes shall be required:
>
> 1. Replace all references to “WSDOT” as either the Contracting Agency or project owner with “City of Kirkland,” except where indicated in this Section.
> 2. Add into all Spill Reporting and related section(s): “The City of Kirkland Spill Response Hotline at (425) 587-3900 shall be the first point of contact in the event of a spill. Notification to the City of Kirkland Spill Response Hotline shall precede the spill notifications to federal and state agencies.”
> 3. Delete all references to the “WSDOT Environmental Compliance Assurance Procedure” (ECAP) in the SPCC.

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

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

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

1-07.16 Protection and Restoration of Property

(January 1, 2016 COK GSP)

1-07.16(3) Fences, Mailboxes, Incidentals

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

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

(January 1, 2020 COK GSP)

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

> Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.
>
> The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor’s expense.
>
> No excavation shall begin until all known facilities in the vicinity of the excavation area have been located and marked.
>
> The Contractor shall give advance notice to all utility companies involved where work is to take place and in all other respects comply with the provisions of Chapter 19.122 RCW. Notice shall include, but not be limited to, the following utility companies:
>
> 1. Water, sewer, storm, streets – minimum two working days in advance
> 2. Power (Electric and Natural Gas) – minimum 48 hours in advance
> 3. Telephone – minimum 30 days in advance
> 4. Natural Gas – minimum 48 hours in advance
> 5. Cable Television – minimum 48 hours in advance
> 6. Transit – minimum 21 days in advance

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

Utility	Agency/Company	Address	Contact	Phone
Water/Sewer	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Tom Chriest	(425) 587-3900
Storm Drainage	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Jason Osborn	(425) 587-3900
Water/Sewer (North area of Kirkland)	Northshore Utility District	6380 NE 185th St Kenmore, WA 98028	George Matote Kelly Nesbitt	(425) 398-4400 (425) 521-3750
Street	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Chris Gavigan	(425) 587-3900
Natural Gas	Puget Sound Energy	P.O. Box 97034 EST-11W Bellevue, WA 98009-9734	Kiara Skye	(425) 213-9205
Electric	Puget Sound Energy	35131 SE Center St Snoqualmie, WA 98065	Jeanne Coleman	(425) 463-6550
Telephone/ FIOS	Ziply Fiber	P.O. Box 1127 Everett, WA 98206	Cheryl Schneider	(425) 949-0230
FIOS	Astound/Wave Broadband		Richard Hays	(360) 631-4134
FIOS	CenturyLink/Lumen	22817 SE Issaquah-Fall City Rd, WA, 98027	Kayvan Fassnacht	(425) 213-9378
FIOS	Zayo	22651 83rd Ave. S. 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 120th St Kirkland, WA 98034	Brad Landis Scott Christenson	(425) 201-0901 (425) 471-1079
School District Transportation	Lake Washington School District	15212 NE 95th St Redmond, WA 98052	Laura DeGooyer	(425) 936-1133
Transit	King County METRO	MS SVQ-TR-0100 1270 6th Ave S Seattle, WA 98134	David Freeman	(206) 477-1140 (206) 477-0438
Water (Northeast area of Kirkland)	Woodinville Water District	17238 NE Woodinville Duvall Road, Woodinville, WA 98072	Christian Hoffman	(425) 487-4142
Olympic Pipeline	BP		Kenneth Metcalf Joseph Stone	(425) 981-2575 (425) 981-2506
Water (along 132nd Ave NE)	Seattle Public Utilities		Mike Freeman	(206) 684-8117

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

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

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

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

Other Notifications

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

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

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

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

(January 1, 2016 COK GSP)

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

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

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

(******)

Add the following new section:

1-07.17(3) Utility Potholing

Where indicated on the Plans, the Contractor shall pothole to determine the exact horizontal and vertical location of existing utilities and determine if a conflict exists within one week of mobilization. The Contractor may also pothole existing utilities in advance of the Work at their discretion. Potholing will be paid for when shown on the Plans or approved in advance by the Engineer. Potholing done without prior to approval from the Engineer will not be paid.

Within areas open to traffic or public use, potholing shall be performed using a vactor or similar method to minimize the area disturbed. The hole shall be backfilled with crushed surfacing aggregate to fill all voids. Within areas that are not reconstructed as part of this project, surfacing shall match existing. Within areas to be reconstructed, the Contractor shall propose a surfacing method to be approved by the Engineer, with the intent that the surfacing will endure until final restoration.

Payment
Payment will be made for the following Bid Item when listed in the Proposal:
"Utility Potholing," by force account as provided in Section 1-09.6.

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
- Otak, Inc.

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

(******)

1-07.23 Public Convenience and Safety

Section 1-07.23 is supplemented with the following:

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

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

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

authority has been given by the affected property owner. The Contractor shall be responsible for notifying the affected property owners 24 hours in advance of scheduled interruptions to access.

(January 1, 2016 COK GSP)

Pedestrian Control and Protection

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

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

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

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

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

(May 2, 2017 APWA GSP)

1-07.23(1) Construction under Traffic

Revise the third sentence of the second paragraph to read:

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

(******)

This Section is supplemented with the following:

Lane closures are subject to the following restrictions:

- One lane for each travel direction shall be maintained on arterial streets at all times. Detours may be allowed with City of Kirkland's approval.
- No lane closure or work will be allowed on any of the following:

- A holiday,
- A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
- From midnight three days prior to Thanksgiving to midnight Monday after Thanksgiving.
- From midnight December 23rd, or the Friday prior, if it occurs on a Saturday or Sunday, to midnight January 2nd, or the Monday after, if it falls on a Friday, Saturday, or Sunday.

(July 23, 2015 APWA GSP)

1-07.24 Rights of Way

Delete this section and replace it with the following:

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

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

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

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

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

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

necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

(January 1, 2021 COK GSP)

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

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

_____
_____
_____
(Contractor's name and address)

DATE: _____

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

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

(May 25, 2006 APWA GSP)

1-08.0 Preliminary Matters

Add the following new section:

(July 8, 2024 APWA GSP)

1-08.0(1) Preconstruction Conference

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

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

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

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

(January 1, 2021 COK GSP)

Add new Section 1-08.0(2).

1-08.0(2) Hours of Work

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

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

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

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

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

1. Require the Engineer or such assistants as the Engineer may deem necessary to be present during the Work, including (but not limited to):
    a. Survey crews
    b. Personnel from the Contracting Agency’s material testing laboratory
    c. Inspectors

d. City operations and maintenance staff

e. Police, fire, or other public safety officials

f. Any other Contracting Agency employees who, in the opinion of the Engineer, are a necessary presence for the Work outside of the allowable working hours;

2. Require the Contractor to reimburse the Contracting Agency for all additional costs and expenses in excess of straight-time costs incurred for Contracting Agency employees and expenses during such times;

3. Measure Work performed on nights, weekend days, and holidays as working days with regards to the Contract Time; and/or,

4. Consider multiple work shifts (such as a sequential 8-hour day period followed by an 8-hour night period) as multiple working days with respect to Contract Time, even if those multiple shifts occur in a single 24-hour period.

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

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

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

Arterial Streets

No work will be performed on arterial streets during the peak traffic hours of 7:00 a.m. – 9:00 a.m. and 3:00 p.m. – 6:00 p.m., except emergency work to restore services, unless a City-approved traffic control plan allows work during the peak hours. One lane for each travel direction shall be maintained on arterial streets at all times.

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

(January 1, 2016 COK GSP)

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

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

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

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

1-08.1(7)A Payment Reporting

(January 4, 2024 APWA GSP)

Revise this section to read: "Vacant."

(January 1, 2016 COK GSP)

1-08.3 Progress Schedule

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

(December 30, 2022 APWA GSP)

1-08.3(2)A Type A Progress Schedule

Revise this section to read:

The Contractor shall submit 10 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.

(July 23, 2015 APWA GSP)

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work

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

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

(November 25, 2024 APWA GSP, Option A)

1-08.5 Time for Completion

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

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

(January 1, 2016 COK GSP)

Section 1-08.5 is supplemented with the following:

This project shall be substantially completed in its entirety within 75 working days.

(February 6, 2023 WSDOT GSP)

1-08.6 Suspension of Work

Section 1-08.6 is supplemented with the following:

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

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

- Illumination System
- RRFB System

Charging of contract time will resume upon delivery of the critical materials to the Contractor or (20) calendar days after execution by the Contracting Agency, whichever occurs first.

(January 1, 2016 COK GSP)

1-08.9 Liquidated Damages

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

Accordingly, the Contractor agrees:

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

LIQUIDATED DAMAGES FORMULA

For C > $50,000 → LD = 0.15 × C ÷ T, and

For C ≤ $50,000 → LD = 0.30 × C ÷ T

Where:

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

C = original Contract amount

T = original time for Physical Completion

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(November 25, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

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

(January 1, 2016 COK GSP)

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

Trucks and Tickets

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

1. Ticket serial number
2. Date and hour of weighing
3. Weigher's identification

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

It is the responsibility of the Contractor to see that tickets are given to the Inspector on the project for each truckload of material delivered. Pay quantities will be prepared on the basis

of said tally tickets, delivered to the Inspector at time of delivery of materials. Tickets not collected at the time of delivery will not be honored for payment.

(December 30, 2022 APWA GSP)

1-09.2(5) Measurement

Revise the first paragraph to read:

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

(December 30, 2022 APWA GSP)

1-09.6 Force Account

Supplement this section with the following:

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

(December 30, 2022 APWA GSP)

1-09.7 Mobilization

Delete this Section and replace it with the following:

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

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

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

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10

percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.

3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

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

(July 8, 2024 APWA GSP, Option B)

1-09.9 Payments

Section 1-09.9 is revised to read:

Delete the fourth paragraph and replace it with the following:

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 payment. 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.

(January 1, 2016 COK GSP)

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

1-09.11 Disputes and Claims

(December 30, 2022 APWA GSP)

1-09.11(3) Time Limitation and Jurisdiction

Revise this section to read:

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

1-09.13 Claims Resolution

(December 30, 2022 APWA GSP)

1-09.13(1)A General

Revise this section to read:

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

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

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

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

(February 1, 2021 COK GSP) Option B

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

Delete this Section and replace it with the following:

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

(January 19, 2022 APWA GSP)

1-09.13(3)A Arbitration General

Revise the third paragraph to read:

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

(December 30, 2022 APWA GSP)

1-09.13(4) Venue for Litigation

Revise this section to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

(January 1, 2016 COK GSP)

1-10.2 Traffic Control Management

1-10.2(2) Traffic Control Plans

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

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

(May 16, 2006 COK GSP)

1-10.3 Traffic Control Labor, Procedures, and Devices

1-10.3(1)B Other Traffic Control Labor

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

Off Duty Police

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

(April 18, 2018 COK GSP)

1-10.3(3)C Portable Changeable Message Sign

Supplement this section with the following:

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

1-10.4 Measurement

(May 16, 2006 COK GSP)

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

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

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

1-10.5 Payment

(May 16, 2006 COK GSP)

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

Supplement this Section with the following:

"Off-duty Uniformed Police Officer," per hour.

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

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

"Project Temporary Traffic Control," lump sum.

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

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

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

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

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

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

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

END OF DIVISION 1

DIVISION 2 – EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.3 Construction Requirements

(******)

2-01.3(1) Clearing

This Section is supplemented with the following:

8. Trees removal shall be performed in a manner that does not damage overhead utilities. The Contractor shall coordinate tree removal activities with the affected utility companies, including meeting all applicable requirements.
9. Perform directional tree pruning on existing trees to remain as indicated on the Plans. The objective of directional pruning shall be to reduce encroaching branches on the new fence and sidewalk, to prevent interference with the clear path of travel, and to remove obstructions to the overhead clearance of construction equipment. A Certified Arborist shall be consulted to ensure that proper pruning techniques are used.

   Tree pruning shall meet the following requirements:

   a. All branches, stems, and/or other parts (living or dead) to be removed shall be tagged and approved by the Engineer prior to the performing of pruning work.
   b. No central leaders shall be cut.
   c. Pruning should follow a natural system in accordance with ANSI A300.
   d. All pruning work shall be done with sharp sterilized hand tools in accordance with current ANSI A300 standards.
   e. Chip and haul all debris

(January 1, 2020 COK GSP)

2-01.3(2) Grubbing

This Section is supplemented with the following:

3. Remove stumps of removed trees by grinding. Contractor shall grind stumps to a minimum of 6 inches below either the existing or final ground surface elevation, whichever is lower. The Contractor shall coordinate stump removal activities with the affected utility companies, including meeting all applicable requirements.

(******)

2-01.4 Measurement

This Section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum bid item Selective Tree Pruning.

(******)

2-01.5 Payment

This Section is supplemented with the following:

"Selective Tree Pruning," lump sum.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

(******)

2-02.1 Description

This Section is supplemented with the following:

For the purpose of bid preparation, the removal of structure and obstruction work is described below.

Removal of Structure and Obstruction shall include, but not be limited to:

- Concrete Sidewalk and HMA pavement – 450 SY
- Curb/gutter – 250 LF
- Sawcutting – 950 LF
- Fence – 250 LF

2-02.3 Construction Requirements

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

(January 1, 2020 COK GSP)

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

Additional Construction Requirements at Locations Near Trees

At locations where the contractor will be working and exposing tree roots, the Contractor shall exercise extreme caution. The contractor shall notify the Inspector a minimum of 2 working days prior to removal of the existing sidewalk panels. Concrete panels in these areas shall be removed by breaking the existing concrete with a jackhammer or other means. Backhoes or other mechanical excavating equipment shall not be used to remove existing concrete in these areas. Care shall be taken during the sidewalk removal in order to not damage the tree roots. Hand tools (shovels, trowels, etc.) shall be used when working around the roots. If root trimming in these areas is unavoidable, it shall be performed per Section 8-02 of these specifications. The City Inspector shall be on-site at all times during the concrete removal, excavation and base preparation and shall identify the extent of root trimming that is required.

(******)

This Section is supplemented with the following:

Existing pavement shall be sawcut and removed at the locations shown on the Plans or as approved by the Engineer. Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. Care shall be taken during removal so as not to damage any of the existing pavement to remain in place. Remaining pavement damaged due to the Contractor's operations shall be replaced by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When a construction joint is near removal limits, the joint may be used as the removal limit if approved by the Engineer.

(******)

Add the following new section:

2-02.3(4) Sawcutting

Care shall be taken to prevent damage to the existing pavement to remain. Damage to existing pavement to remain shall be repaired in accordance with Section 1-07.13.

Where sawcutting is required, the sawcut shall be three inches deep minimum. Where the existing pavement is more than three inches thick, the portion below the top three inches may be broken after the sawcut is made, with the exception of the concrete panels.

The Contractor shall perform all sawcutting work, including containment, collection, and disposal of sawcutting debris and wastewater, in accordance with Section 1-07.5(3).

(******)

2-02.5 Payment

This Section is supplemented with the following:

Sawcutting will be included in the lump sum Contract price for “Removal of Structures and Obstructions.”

END OF DIVISION 2

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DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS

(January 31, 2023 APWA GSP)

Delete Section 5-04, Hot Mix Asphalt, and replace it with the following:

5-04.1 Description

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

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

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

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

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

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

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

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

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

Production of aggregates shall comply with the requirements of Section 3-01.

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

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

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

5-04.2(1)A Vacant

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

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

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for 2.5 million equivalent single axle loads (ESALs).

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

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

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

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

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

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

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

5-04.3(2) Paving Under Traffic

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

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

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

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

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

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
    a. A mechanical sampling device attached to the HMA plant.
    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may

be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

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

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

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

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

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

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

5-04.3(3)E Rollers

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

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

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

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

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

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

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

5-04.3(4)A Crack Sealing

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

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

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

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

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

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

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

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

5-04.3(5)A Vacant

5-04.3(6) Mixing

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

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

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

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

5-04.3(7) Spreading and Finishing

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

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

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

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

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

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

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

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

   For Aggregates in the mixture:

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

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

   b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). 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 sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

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

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

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

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

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

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

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

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

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

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

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

5-04.3(9)C5 Vacant

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

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

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

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

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $500 per sample.

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

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

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

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

5-04.3(10) HMA Compaction Acceptance

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

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

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

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

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

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

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

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

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

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

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

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

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

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

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $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 sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

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

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

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

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

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

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

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

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

5-04.3(11)B Rejection by Contractor

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

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection – A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation, or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection – An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection – A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection – An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, and the roller may pass over the unprotected end of the freshly 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 ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing

course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

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

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $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 and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing Bituminous Pavement

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

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor’s planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:
    a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.

3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.

4. Names and locations of HMA supplier facilities to be used.

5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other Contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

2. General for both the Paving and Planing:
   a. The actual times of starting and ending daily operations.
   b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
   c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.
   d. Notifications required of Contractor activities and coordinating with other entities and the public, as necessary.
   e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.
   f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
   g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.
   h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

j. Other items the Engineer deems necessary to address.

3. Paving – additional topics:

a. When to start applying tack and coordinating with paving.

b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.

c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.

e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

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

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

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

Planing bituminous pavement will be measured by the square yard.

5-04.5 Payment

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

"HMA Cl. ___ PG ___," per ton.

"HMA for Approach Cl. ___ PG ___," per ton.

"HMA for Preleveling Cl. ___ PG ___," per ton.

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

“Commercial HMA,” per ton.

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

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

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

“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.

“Planing Bituminous Pavement,” per square yard.

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

“Job Mix Compliance Price Adjustment,” by calculation.

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

“Compaction Price Adjustment,” by calculation.

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

“Roadway Core,” per each.

The Contractor’s costs for all Work associated with the coring (e.g., traffic control) shall be incidental and included in the unit Bid price per each.

"Cyclic Density Price Adjustment," by calculation.

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

(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

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND 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)B Erosion and Sediment Control (ESC) Lead

Supplement this section with the following:

5. 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 Inspection report or form shall be prepared for each inspection. A copy of each 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 inadequacies.
    d. Approximate amount of precipitation since last inspection and when last inspection was performed.

(******)

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 City of Kirkland Stormwater Policies and Regulations.

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

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

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

(******)

8-01.5 Payment

8-01.5(1) Lump Sum Bid for Project (No Unit Items)

Section 8-01.5(1) is supplemented with the following:

> Installation, maintenance, and removal of erosion and water pollution control devices, including removal and disposal of sediment, stabilization, and rehabilitation of soil disturbed by these activities, and any additional work deemed necessary by the Engineer to control erosion and water pollution will be paid by The lump sum Contract price for "Erosion Control and Water Pollution Prevention".

8-02 ROADSIDE RESTORATION

(******)

8-02.2 Material

Section 8-0.2 is supplemented with the following:

Native Erosion Control Grass Seed Mix	9-14.3

8-02.3 Construction Requirements

(November 3, 2010 COK GSP)

8-02.3(8)C Pruning, Staking, Guying and Wrapping

Section 8-02.3(8)C is supplemented with the following:

> If removal of canopy material is necessary to allow access for equipment, a Certified Arborist shall be consulted to ensure that proper pruning techniques are used.
>
> All costs associated with pruning and staking trees shall be considered incidental and included in the contract price for cement concrete sidewalk construction.

(******)

8-02.3(8)D Root Trimming

Section 8-02.3(8)D is a new section.

Hand digging within the root zone is required in order to expose roots with minimal damage. The root zone is defined as the area of ground within the drip line of the tree and extending to a depth of 24 inches. Tree roots over 12 inches below grade may be left in place. If severing of roots cannot be avoided, the contractor shall hire a Certified Arborist to perform all root trimming. The Certified Arborist shall determine the maximum amount of root trimming allowed. A sharp tool such as pruning shears, loppers, or a hand saw shall be used to produce a clean cut in order to reduce wound size and encourage healing.

If roots are exposed overnight, mulch and water tree roots following excavation.

Prior to beginning work, the Contractor shall submit the company information (company name, address, phone number, name of arborist, etc.) of the Certified Arborist or Company that will be performing the root inspection, trimming and barrier placement.

All costs associated with root trimming shall be considered incidental and included in the contract price for cement concrete sidewalk construction.

(******)

8-02.5 Payment

Section 8-02.5 is supplemented with the following

"Topsoil Type A__," per cubic yard.

"Fine Compost," per cubic yard.

"Native Erosion Control Grass Seed Mix," per square yard.

8-04 CURBS, GUTTERS, AND SPILLWAYS

(******)

8-04.3 Construction Requirements

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

Replace the first paragraph of this Section with the following:

Cement concrete curbs shall be constructed with air-entrained Class 4000 Portland Cement Concrete per Standard Specifications Section 6-02.

All curbs shall be poured separately and prior to sidewalks and curb ramps.

Supplement this section with the following:

Curbs shall be protected against damage or defacement of any kind until it has been accepted by the Engineer. Work that is not acceptable to the Engineer because of damage or defacement shall be removed and replaced by the Contractor at this own expense.

Pigmented curing compounds shall not be used on curbs and gutters. Only clear curing compounds will be permitted.

The Contractor shall have the subgrade prepared and the line or formwork for curbs placed at least 24 hours prior to installing curbs. Compliance shall be checked by the Contractor when forms are set and when concrete is poured. Any modification of grading from that shown on the Plans as required for ADA compliance shall be approved by the Engineer. Minor adjustment shall be considered changes to the Plan elevations of three inches or less. The work to revise the lines, formwork, and subgrade for minor adjustments shall be considered incidental to the bid price for the type of curb being installed. If the lines and formwork are not in conformance with the Plans, all adjustments, regardless of size, shall be at the sole expense of the Contractor. Adjustments to the lines and grades shall not constitute a basis for claims for additional contract time or expenses.

Install curb expansion joints at 10’ spacing; ensure curb expansion joints are in alignment with sidewalk joints.

8-04.5 Payment

Section 8-04.5 is supplemented with the following:

The unit Contract price per linear foot for “Cement Conc. Traffic Curb and Gutter,” “Cement Conc. Traffic Curb,” and “Cement Conc. Pedestrian Curb” shall be full payment for all costs for the specified Work including excavation, subgrade preparation, and curb painting as specified in the Contract.

8-07 PRECAST TRAFFIC CURB

(******)

8-07.4 Measurement

Section 8-07.4 is supplemented with the following:

All curbs will be measured by the linear foot along the line and slope of the completed curbs.

(******)

8-07.5 Payment

Section 8-07.5 is supplemented with the following:

"Median Curb," per linear foot.

8-12 CHAIN LINK FENCE AND WIRE FENCE

(******)

8-12.2 Materials

Section 8-12.2 is supplemented with the following:

Post 2-Rail Fence shall be manufactured by Parma Post & Pole or approved equal.

(******)

8-12.4 Measurement

Section 8-12.4 is supplemented with the following:

Post 2-Rail Fence will be measured by the linear foot of completed fence, along the ground line, exclusive of openings.

(******)

8-12.5 Payment

Section 8-12.5 is supplemented with the following:

"Post 2-Rail Fence," per linear foot.

8-14 CEMENT CONCRETE SIDEWALK

(December 28, 2006 COK GSP)

8-14.2 Materials

Section 8-14.2 is supplemented with the following:

Concrete Materials	6-02.2
Steel Materials	6-03.2
Reinforcing Steel	9-07
Joint and Crack Sealing Materials	9-04
Anchor Bolts	9-06.5(4)

(******)

8-14.3 Construction Requirements

Replace the first paragraph of this Section with the following:

Cement concrete sidewalks, bike ramps, curb ramps, and slabs shall be constructed with air-entrained Class 4000 Portland Cement Concrete per Standard Specifications Section 6-02.

Section 8-14.3 is supplemented with the following:

(January 7, 2019 WSDOT GSP)

Timing Restrictions

Curb ramps shall be constructed on one leg of the intersection at a time. The curb ramps shall be completed and open to traffic within five calendar days before construction can begin on another leg of the intersection unless otherwise allowed by the Engineer.

Unless otherwise allowed by the Engineer, the five calendar day time restriction begins when an existing curb ramp for the quadrant or traffic island/median is closed to pedestrian use and ends when the quadrant or traffic island/median is fully functional and open for pedestrian access.

(January 7, 2019 WSDOT GSP)

Layout and Conformance to Grades

Using the information provided in the Contract documents, the Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter.

(******)

Construct “Cement Conc. Thickened Edge Sidewalk” and “Cement Conc. Thickened Edge Sidewalk with Light Pole” in accordance with the requirements of Section 6-02.3, including, but not limited to, concrete, reinforcing steel, formwork, and submittals. Provide concrete Class 4000.

(******)

8-14.3(3) Placing and Finishing Concrete

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

Sidewalk ramps shall be of the type specified in the Plans. The detectable warning pattern shall have the truncated dome shape shown in the Standard Plans and shall be installed by

adding a manufactured material before the concrete has cured. Acceptable manufacturers' products are shown on the Qualified Products List.

(******)

Section 8-14.3(5) is replaced with the following:

8-14.3(5) ADA Sidewalk Ramps

Construction of ADA sidewalk ramps shall conform to Washington State Dept of Transportation (WSDOT) Standards included herein. Pre-approved manufactured products include: Detectable Warning Systems, Inc or approved equivalent.

(******)

8-14.4 Measurement

Section 8-14.4 is replaced with the following:

Cement concrete sidewalks will be measured by the square yard of finished surface and will include the surface area of the sidewalk ramps.

Cement Conc. Thickened Edge Sidewalk and Cement Conc. Thickened Edge Sidewalk with Light Pole will be measured by the square yard of finished top surface and will include the top surface area of the integral curb and pole foundation.

Stamped Cement Conc. Pavement will be measured by the square yard of finished surface.

(******)

8-14.5 Payment

Section 8-14.5 is supplemented with the following:

The unit contract price for Cement Conc. Sidewalk shall be full compensation for all labor, tools, equipment, materials, and incidental items of work including, but not limited to, excavation, subgrade preparation, concrete, expansion joints, joint filler, finishing the surface, thickened edges in curb returns, raised edge for back of walk, detectable warning surface, materials and labor for ADA sidewalk ramps and providing white polyethylene sheeting for curing.

"Cement Conc. Thickened Edge Sidewalk," per square yard.

"Cement Conc. Thickened Edge Sidewalk with Light Pole," per square yard.

"Stamped Cement Conc. Pavement," per square yard.

The unit contract price listed above shall be full compensation for all labor, tools, equipment, materials, and incidental items of work including, but not limited to, excavation, subgrade preparation, concrete, steel reinforcement, expansion joints, joint filler, embedded anchors and plates for poles, and surface treatment.

All costs associated with the installation of ramps and detectable warning surface shall be considered incidental to and included in the unit contract price for "Cement Concrete Sidewalk."

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL

(******)

8-20.1 Description

Supplement this Section with the following:

The electrical work shall consist of furnishing, installing and field-testing all materials and equipment necessary to provide a complete and operational, fully functional AC Powered Rectangular Rapid Flashing Beacon (RRFB) systems and Illumination systems that include but are not limited to: luminaires, luminaire poles, RRFB poles and bases, foundations, controller cabinets, service cabinets, conduits, wiring, junction boxes and other incidental materials as may be required to complete construction of above listed systems and comply with the Plans, the latest edition of the Washington State Department of Transportation (WSDOT) Standard Specifications, the latest edition of the National Electric Code (NEC), and City of Kirkland standards and these Specifications.

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

- Installation of AC Powered Rectangular Rapid Flashing Beacon (RRFB) Systems at the intersection of Market St and 19th Ave.
- Installation of Pedestrian Illumination System along the sidewalk on the east side of 98th Ave NE.

All work shall be performed as shown in the Plans in accordance with applicable Standard Specifications and Standard Plans and the following Special Provisions.

Unless otherwise noted, the location poles, cabinets, conduits, junction boxes and appurtenances shown in the Plans are approximate; and the exact location will be established by the Engineer in the field.

8-20.1(1) Regulations and Code

Supplement this Section with the following:

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

All materials and methods required under this section, unless otherwise superseded herein, shall conform to the 2025 edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (herein referred to as WSDOT Specifications).

8-20.1(2) Industry Codes and Standards

Section 8-20.1(2) is supplemented with the following:

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

Add the following new section:

8-20.1(5) Errors and Omissions

The Contractor shall immediately notify the Engineer upon discovery of any errors or omissions in the Contract Documents, in the layout as given by survey points and instructions, or of any discrepancy between the Contract Documents and the physical conditions of the locality. If deemed necessary, the Engineer shall rectify the matter and advise the Contractor accordingly. Any work done after such discovery without authorization by the Engineer will be done at the Contractor's risk.

Add the following new section:

8-20.1(6) Warranties

The Contractor shall provide a warranty for all materials to be furnished under this Bid for a period of 1 year, unless otherwise specified, from the date of actual construction completion. The warranty shall apply to all material including those items not manufactured by the Contractor.

The warranty shall provide that all material at the time of delivery shall be free from defects in material and workmanship and shall be fit for the uses set forth in these Specifications.

The warranty shall assign responsibility to the Contractor for all costs of replacement or repair of defective materials except those materials supplied by the City. Replacement or repair shall be made within 5 working days following notification of a discrepancy.

(******)

8-20.3 Construction Requirements

8-20.3(1) General

Supplement this Section with the following:

Energized Equipment

Work shall be coordinated so that electrical equipment, with the exception of the service cabinet, is energized within 72 hours of installation.

8-20.3(5) Conduit

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

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

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

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

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

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

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

Detectable Pull Tape

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

8-20.3(5)B Conduit Type

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

Conduit type for this project, where underground, shall be PVC or high density

polyethylene (HDPE).

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

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

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

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

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

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

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

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

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

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

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

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

8-20.3(17) "As-Built" Plans

Supplement this Section with the following:

Upon completion of the construction, the Contractor shall furnish "as-built" plans of cabinet locations, pole, junction boxes, miscellaneous equipment, conductors, cable wires up to the electrical service cabinets, and with a special symbol identifying those items that have been changed from the original Contract Drawings. All items shall be located within 1-foot horizontal distance and 6 inches vertical distance above, below, or at the surface.

Add the following new section:

8-20.3(18) Rectangular Rapid Flashing Beacon (RRFB) System

RRFB system shall be furnished and installed by the Contractor and shall comply with all other specifications for RRFB systems. The system shall include all materials and work needed to provide a complete working system as shown on the plans, including but not limited to pedestrian push buttons, beacon heads, poles, foundations, conduit, junction boxes, and controller and service cabinets and components needed for complete operation. All the components shall be installed per manufacturer's recommendations and per the Plans. The method and locations of installation shall be approved by the Engineer in the field, prior to drilling holes in the supporting poles.

(******)

8-20.5 Payment

Section 8-20.5 is supplemented with the following:

> Payment will be made in accordance with the Special Provisions, Section 1-04.1, for each of the following bid items that are included in the proposal:
>
> "RRFB System for Market Street & 19th Avenue intersection," per lump sum.
>
> The lump sum contract price for "RRFB System for Market Street & 19th Avenue intersection" shall each be full payment for all labor, materials, tools, and equipment

necessary or incidental to the furnishing and installation of a complete permanent Rectangular Rapid Flashing Beacon (RRFB) system as described in these Plans and Specifications. The lump sum Contract price shall include, but not be limited to, the furnishing and installation of poles, foundations, push buttons, flashing beacons, signage, trenching, backfill, conduit, pull rope, junction boxes, and wiring. The lump sum Contract price shall include coordination with local agencies, Puget Sound Energy, electrical inspections, testing, permits, as-built plans, and all other work necessary or incidental to constructing a complete system. Coordination of electrical service connections with the power company and any necessary permits and fees associated with the service connections shall be considered incidental to the lump sum Contract price, and no additional compensation will be made.

"Pedestrian Illumination System along 98th Avenue NE," per lump sum.

The lump sum contract price for "Pedestrian Illumination System along 98th Ave NE" shall each be full payment for all labor, materials, tools, and equipment necessary or incidental to the furnishing and installation of a complete permanent illumination system as described in these Plans and Specifications. The lump sum Contract price shall include, but not be limited to, the furnishing and installation of poles, foundations, luminaire fixtures, conduit, pull rope, junction boxes, and wiring. The lump sum Contract price shall include coordination with local agencies, Puget Sound Energy, electrical inspections, testing, permits, as-built plans, and all other work necessary or incidental to constructing a complete system. Coordination of electrical service connections with the power company and any necessary permits and fees associated with the service connections shall be considered incidental to the lump sum Contract price, and no additional compensation will be made.

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

(******)

8-21 PERMANENT SIGNING

8-21.2 Materials

Section 8-21.2 is supplemented with the following:

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

8-21.3 Construction Requirements

8-21.3(4) Sign Removal

Section 8-21.3(4) is supplemented with the following:

Where existing sign is identified to be removed on the Plans, salvage sign post and hardware and deliver to the City for use.

(******)

8-22 PAVEMENT MARKING

8-22.4 Measurement

Section 8-22.4 is supplemented with the following:

Plastic Bicycle Lane Intersection/Conflict Zone Pavement Marking will be measured by the square foot of completed markings.

The two-way reflective raised pavement markers required to supplement Plastic Crosswalk Line will not be measured.

Removal of paint lines, thermoplastic lines, traffic arrows, traffic letters, traffic symbols will not be measured.

8-22.5 Payment

Section 8-22.5 is supplemented with the following:

"Plastic Bicycle Lane Intersection/Conflict Zone Pavement Marking," by square foot.

All cost to furnish and install two-way reflective raised pavement markers to supplement Plastic Crosswalk Line shall be incidental to the bid item "Plastic Crosswalk Line."

"Removing Pavement Markings," lump sum.

All cost for pavement markings removal work shall be incidental to the bid item "Removing Pavement Markings."

(******)

8-26 VACANT

Delete this Section and replace it with the following:

8-26 UTILITY ADJUSTMENT

8-26.1 Description

This Work consists of adjusting utility cover to finished grade in accordance with the Plans, these Specifications, and the Standard Plans in conformity with the lines and grades staked.

8-26.3 Construction Requirements

Adjusting Utility Manhole Covers to Finished Grade

Where shown in the Plans or where directed by the Engineer, the existing utility manhole covers shall be adjusted to the grade as staked or otherwise designated by the Engineer.

The existing ring and cover on manholes shall first be removed and thoroughly cleaned for reinstalling at the new elevation. From that point, the existing Structure shall be raised or lowered to the required elevation. The materials and method of construction shall conform to the requirements specified above, and the finished Structure shall conform to the requirements of the Standard Plans except as approved by the Engineer.

8-26.4 Measurement

Adjust Utility Manhole will be measured per each.

8-26.5 Payment

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

"Adjust Utility Manhole," per each.

The unit Contract price per each for “Adjust Utility Manhole,” shall be full pay for all costs necessary to make the adjustment including furnishing and installing grade rings or reducer rings, non-skid lid, and restoration of adjacent areas in a manner acceptable to the Engineer.

END OF DIVISION 8

DIVISION 9 – MATERIALS

9-14.2 TOPSOIL

(******)

9-14.2(1) Topsoil Type A

Section 9-14.2(1) is supplemented with the following:

(September 12, 2019 WSDOT NWR GSP)

Topsoil Type A shall consist of a uniform blend composed by volume of 60 percent to 70 percent Sandy Loam and 30 percent to 40 percent Fine Compost.

Sandy Loam

Sandy Loam shall be as defined by the US Department of Agriculture Natural Resource Conservation Services Soil Texture Triangle. Testing shall be performed by a Washington State Department of Ecology accredited testing laboratory approved through the North American Proficiency Testing Performance Assessment Program (NAPT-PAP) on a sample size of no less than 2 pounds. Testing shall not occur more than 90 days prior to installation and shall be submitted to the Engineer for approval a minimum of 14 calendar days prior to use or installation. The Sandy Loam analysis shall meet the following requirements:

Tested Item	Method*	Units	Specification Range
pH 1:1	S-2.20	S.U.	5.5 – 7.5
E.C. 1:1	S-2.20	mmhos/cm	≤ 2
Nitrate Nitrogen	S-3.10	mg/Kg	***
Ammonium Nitrogen	S-3.50	mg/Kg	***
Organic Matter	S-9.10	%	3 – 10
Phosphorus (P)	S-4.20 (Bray)	mg/Kg	***
Calcium (Ca)	S-5.10 (NH4OAC)	meq/100g	***
Magnesium (Mg)	S-5.10 (NH4OAC) S-6.11 (DTPA/Sorbitol)	meq/100g Mg/Kg	***
Sodium (Na)			***
Potassium (K)			***
Zinc (Zn)			***
Manganese (Mn)	S-6.11 (DTPA/Sorbitol) EPA 908/S-10.10	Mg/Kg meq/100g	***
Copper (Cu)			***
Iron (Fe)			***
Sulfur (SO4-S)			***
Boron (B)			***
Molybdenum (Mo)			***
Cation Exchange			5 Min.
(CEC)			
Total Nitrogen	AOAC 990.3	%	***

Tested Item	Method*	Units	Specification Range
Total Carbon	AOAC 972.3	%	***
C:N Ratio			20:1 or less
Exchangeable Sodium Percentage (ESP)	ESP	%	10 Max.
Particle Size Analysis (Sand, Clay, Silt)	S-14.10 (Hydrometer)	%	Sandy Loam
Heavy Metals Testing	EPA 6010D	mg/Kg	From WAC 173-350-220 Table 220-B unless otherwise noted
Arsenic			≤ 20
Cadmium			≤ 10
Chromium			≤ 42**
Copper			≤ 100**
Lead			≤ 150
Molybdenum			≤ 9
Nickel			≤ 100**
Selenium			≤ 18
Zinc			≤ 270**
Mercury	EPA 7473		≤ 8
*Methods are from "Soil, Plant, and Water Reference Methods For the Western Region" 2005, 3rd Ed., Dr. R. Gavlak, Dr. D. Horneck, Dr. R.O. Miller.			**From WAC 173-340-900 Table 749-2 for Unrestricted Land Uses ***Testing for soil-testing laboratory recommendations for soil treatments and amendments

The soil-testing laboratory shall state recommendations for soil treatments and soil amendments to be incorporated based on the results of the tests. Recommendations shall be in pounds per acre, or volume per cu. yd. for nitrogen, phosphorus, potash nutrients, and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.

Compost
Compost shall conform to the requirements of Section 9-14.5(8).

Mixing Requirements
Topsoil Type A shall be thoroughly mixed by the supplier prior to delivery to the site. The Contractor shall submit certification from the supplier that the Topsoil Type A has been mixed according to the above percentages at the point of delivery.

Acceptance of Topsoil Type A for use on a project shall be on the basis of visual verification by the Engineer that the delivered material is representative of the laboratory analysis documentation and certification.

9-14.3 Seed

(******)

Section 9-14.3 is supplemented with the following:

Native Erosion Control Grass Seed Mix

Botanical Name	Common Name	Percent of Mix (by weight)
Hordeum brachyantherum	Meadow Barley	40
Bromus carinatus	California Brome	35
Festuca rubra	Native Red Fescue	20
Deschampsia cespitosa	Tufted Hairgrass	10
Agrostis exerata	Spike Bentgrass	02

Application rate: 1 PLS/1000 sf, 43.63 PLS per acre
Purity: Not less than 98 percent
Germination: Not less than 90 percent
Maximum weed content: 0 percent

Origin: SUNMARK SEEDS INTERNATIONAL, INC. PO Box 1210 Fairview OR 97024; 503-241-7333 888-214-7333.

9-14.6 Erosion Control Devices

9-14.6(6) Compost Socks

(******)

Section 9-14.6(6) is supplemented with the following:

1. Compost socks shall be 8 inches in diameter with mesh openings of 1/8 in (3mm).
2. All compost sock materials shall be 100% biodegradable with a functional longevity of up to 12 months.
3. Mesh color shall be beige
4. Compost fill shall be pre-seeded with Native Erosion Control Grass Seed Mix per section 9-14.3 in these special provisions.

9-29 ILLUMINATION, SIGNAL, ELECTRICAL

9-29.1 Conduit, Innerduct, and Outerduct

(January 7, 2019 WSDOT GSP)

9-29.1(11) Foam Conduit Sealant

Section 9-29.1(11) is supplemented with the following:

The following products are accepted for use as foam conduit sealant:

- CRC Minimal Expansion Foam (No. 14077)
- Polywater FST Foam Duct Sealant
- Superior Industries Foam Seal
- Todol Duo Fill 400

(September 3, 2019 WSDOT GSP)

9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes

Section 9-29.2 is supplemented with the following:

Slip-Resistant Surfacing for Junction Boxes, Cable Vaults, and Pull Boxes
Where slip-resistant junction boxes, cable vaults, or pull boxes are required, each box or vault shall have slip-resistant surfacing material applied to the steel lid and frame of the box or vault. Where the exposed portion of the frame is ½ inch wide or less, slip-resistant surfacing material may be omitted from that portion of the frame.

Slip-resistant surfacing material shall be identified with a permanent marking on the underside of each box or vault lid where it is applied. The permanent marking shall be formed with a mild steel weld bead, with a line thickness of at least 1/8 inch. The marking shall include a two character identification code for the type of material used and the year of manufacture or application. The following materials are approved for application as slip-resistant material, and shall use the associated identification codes:

1. Harsco Industrial IKG, Mebac #1 – Steel: M1
2. W. S. Molnar Co., SlipNOT Grade 3 – Coarse: S3
3. Thermion, SafTrax TH604 Grade #1 – Coarse: T1

(******)

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

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

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

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

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

(******)

9-29.6 Light and Signal Standards

Section 9-29.6 is supplemented with the following:

(January 10, 2022 WSDOT GSP)

Traffic Signal Standards
Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans.

All welds shall comply with the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. Welding inspection shall comply with Section 6-03.3(25)A Welding Inspection.

Hardened washers shall be used with all signal arm connecting bolts instead of lockwashers. All signal arm ASTM F 3125 Grade A325 connecting bolts tightening shall comply with Section 6-03.3(33).

Traffic signal standard types, applicable characteristics, and foundation types are as follows:

Type PPB
Pedestrian push button posts shall conform to Standard Plan J-20.15 or to one of the following pre-approved plans:

Fabricator	Pre-Approved Drawing No.
Valmont Ind., Inc.	DB01165 Rev. B (4 sheets)
Ameron Pole Products Division	WA15TR10-1 Rev. C (1 sheet) and WA15TR10-3 Rev. B (1 sheet)
Millerbernd Manufacturing, Co.	74514-WA-PED-PPB Rev J (2 sheets)

Foundations shall be as noted in Standard Plan J-20.15.

Type PS, Type I, Type RM, and Type FB
Type PS pedestrian signal standards, Type I vehicle signal standards, Type RM ramp meter signal standards, and Type FB flashing beacon standards shall conform to Standard Plan J-20.16, J-21.15, J-21.16, and J-22.15 respectively, or to one of the following pre-approved plans:

Fabricator	Pre-Approved Drawing No.
Valmont Ind., Inc.	DB01165 Rev. B (4 sheets)
Ameron Pole Products Division	WA15TR10-1 Rev. C (1 sheet) and WA15TR10-2 Rev. C (1 sheet)
Millerbernd Manufacturing, Co.	74514-WA-PED-FB Rev. H (2 sheets)
Millerbernd Manufacturing Co.	74514-WA-PED-SB Rev. H (2 sheets)

Foundations shall be as noted in Standard Plan J-21.10 and on the contract plans.

(******)

RRFB Pole
The RRFB pole shall be 4” schedule 80 Aluminum pipe. The foundation shall be as noted in City of Bellevue Standard SL-140-2 and SL-141-1 and on the contract plans. The pole base and bolt pattern shall be as noted in the contract plans.

(******)

9-29.10 Luminaires
Section 9-29.10 is supplemented with the following:

Pedestrian scale luminaire shall be LED type, per approved bid plan set.

(******)

9-29.11 Control Equipment

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

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

(January 7, 2019 WSDOT GSP)

9-29.15 Flashing Beacon Control
Section 9-29.15 is supplemented with the following:

Rapid Flashing Beacon (RFB) indications shall comply with the dimensional, operational, and flash pattern requirements of Federal Highway Administration (FHWA) Interim Approval 21 (IA-21, Conditions 4, 5, and 6, excluding Condition 5f; https://mutcd.fhwa.dot.gov/resources/interim_approval/ia21/index.htm).
RFB systems shall be capable of providing, at a minimum, the following two-channel flashing patterns:

1. NEMA Standard 50-50:
    - Channel one is ON and channel two is OFF for 0.5 seconds.
    - Channel one is OFF and channel two is ON for 0.5 seconds. (Cycle repeats; the total flashing pattern cycle length is 1.00 second.)
2. RFB "WW+S" Pattern (IA-21 Condition 5b):
    - Channel one is ON and channel two is OFF for 0.05 seconds.
    - Both channels are OFF for 0.05 seconds. Channel one is OFF and channel two is ON for 0.05 seconds.
    - Both channels are OFF for 0.05 seconds.
    - Channel one is ON and channel two is OFF for 0.05 seconds.
    - Both channels are OFF for 0.05 seconds.
    - Channel one is OFF and channel two is ON for 0.05 seconds.
    - Both channels are OFF for 0.05 seconds.
    - Both channels are ON for 0.05 seconds.
    - Both channels are OFF for 0.05 seconds.
    - Both channels are ON for 0.05 seconds.
    - Both channels are OFF for 0.25 seconds.

(Cycle repeats; the total flashing pattern cycle length is 0.80 seconds. The flashing pattern shall be user-selectable in the field.

RFB system pushbuttons shall be Polara iNx or approved equivalent. Assembly shall include pushbutton, instructional sign, LED light and speaker.

(******)
Add the following new section:

9-29.26 Rectangular Rapid Flashing Beacon (RRFB) System

1. Overview

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

2. Mechanical Specifications

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

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

   Fasteners shall be stainless steel.

3. Fixtures
   a. Light bars

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

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

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

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

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

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

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

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

      Light bar wiring harnesses shall be included.

      Fasteners shall be stainless steel.

   b. 3.2 LED Enhanced Signs

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

4. Mounting

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

   Mounting configurations shall not require specialized tools.

5. Configuration

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

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

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

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

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

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

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

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

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

6. AC/DC Power Supply

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

7. Operational Specifications

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

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

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

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

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

8. Radio System

   The radio system shall operate at 2.4GHz

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

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

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

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

9. Activations

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

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

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

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

   If an additional activation occurs while the system is activated, the flash duration shall reset. For example, with the flash duration set to 20 seconds, if an additional activation occurs after the RRFB has been activated for 15 seconds the RRFB will continue for an additional 20 seconds, or 35 seconds in total.

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

Pushbutton wiring harnesses shall be included.

10. Environmental Testing

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

11. Packaging

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

12. Qualifications

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

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

    Manufacturer shall provide a 5-Year Limited Warranty.

    The Manufacturer shall be ISO 9001 certified.

    Manufacturer: Carmanah Technologies Inc.
    Model: SC315-G_AC RRFB
    Toll-Free: 1-877-722-8877
    www.carmanah.com

END OF DIVISION 9

PREVAILING WAGES

City of Kirkland

PREVAILING WAGE RATES

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

Use March 7, 2025 rates
(published date - use bid date)

King County

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

City Hall Annex
310 1st Street
Kirkland, WA 98033

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

Appendices

Appendix A

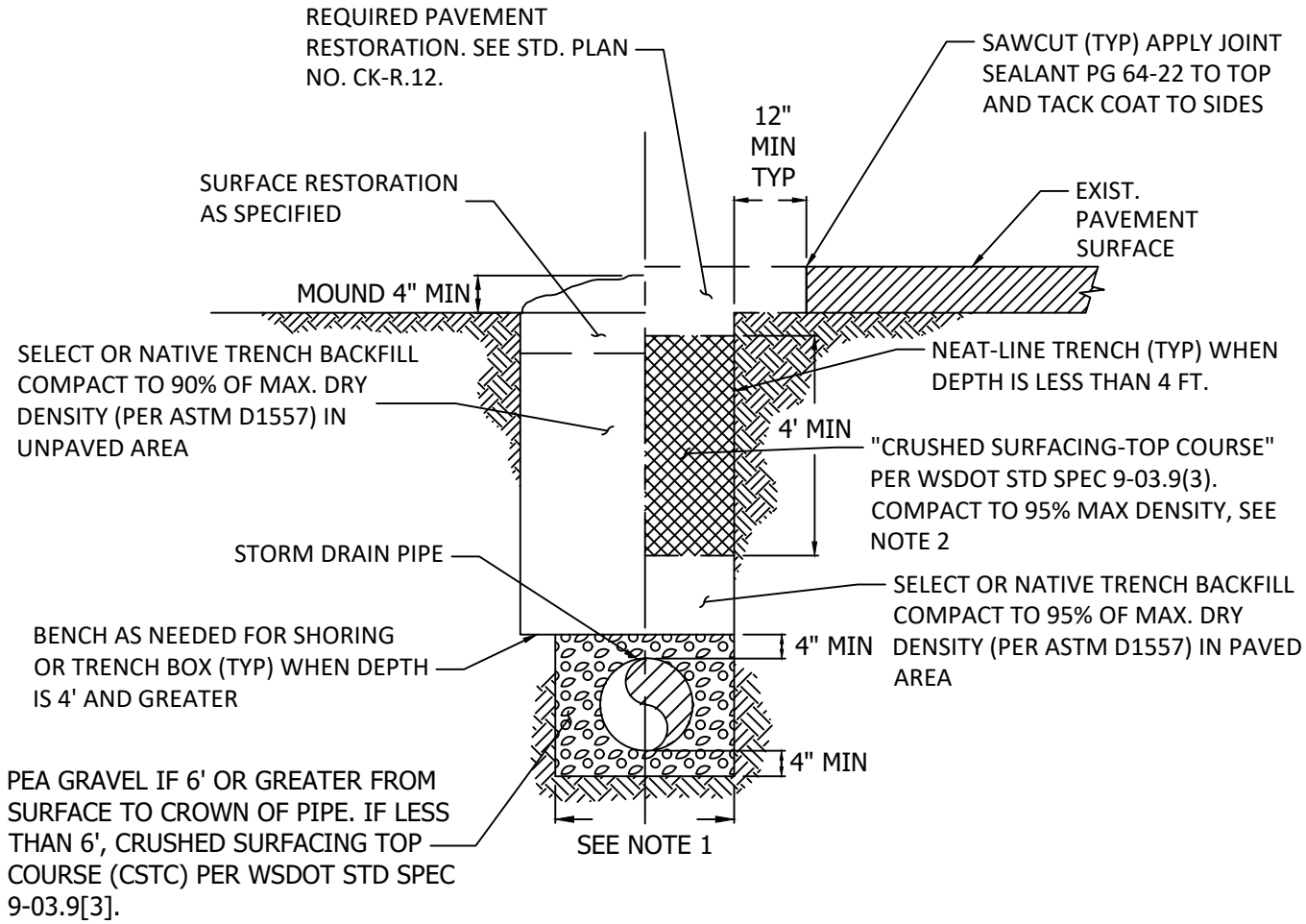
Plans (submitted under separate cover)

Appendix B

Pre-Approved Plans and Standard Plans

City of Kirkland

LAST REVISED: 07/2021



UNPAVED AREAS PAVED AREAS

NOTES:

1. MAXIMUM WIDTH OF TRENCH AT TOP OF PIPE
   * 30" FOR PIPE UP TO AND INCLUDING 12" NOMINAL DIAMETER.
   * OD PLUS 16" FOR PIPE LARGER THAN 12" NOMINAL DIAMETER.

2. WHERE TRENCH IS PERPENDICULAR TO TRAVELED LANES, BACKFILL FULL DEPTH WITH CRUSHED SURFACING–TOP COURSE. WHERE TRENCH IS PARALLEL TO TRAVELED LANES, BACKFILL THE TOP 4' OF TRENCH TO SUBGRADE WITH CRUSHED SURFACING–TOP COURSE. SUITABLE EXCAVATED MATERIAL MAY BE USED PROVIDED 95% MAX. COMPACTION DENSITY (ASTM D1557) CAN BE ACHIEVED.

3. SEE OVERLAY POLICY R–7.

4. USE OF RECYCLED CONCRETE IS PROHIBITED, UNLESS APPROVED BY THE CITY. SEE POLICY D-16.

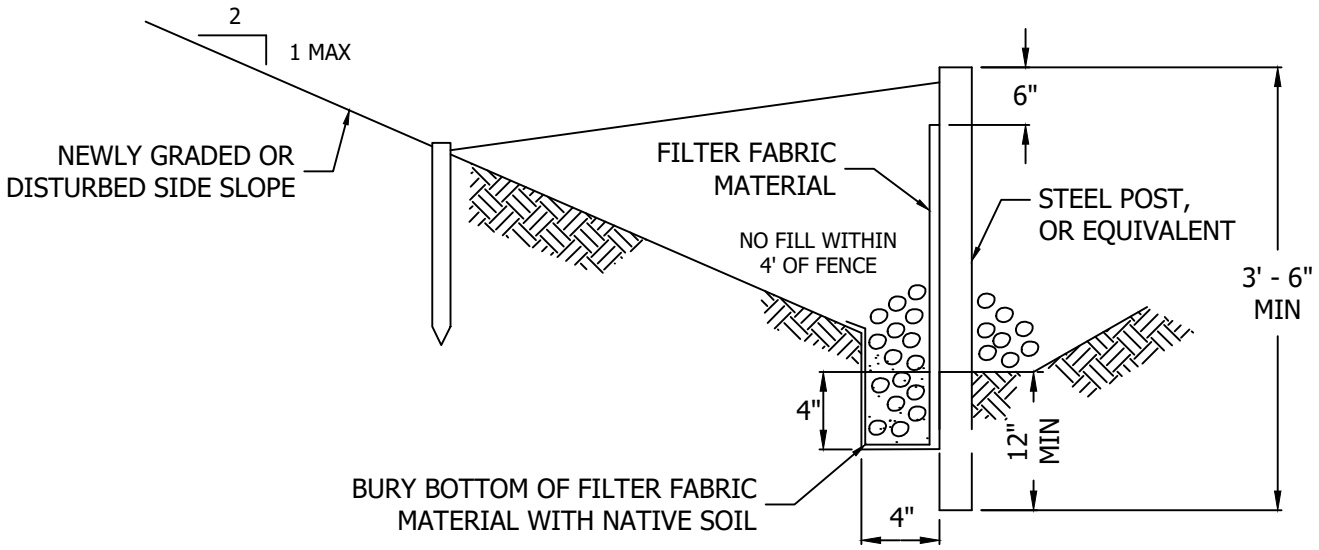
CITY OF KIRKLAND

PLAN NO. CK - D.02

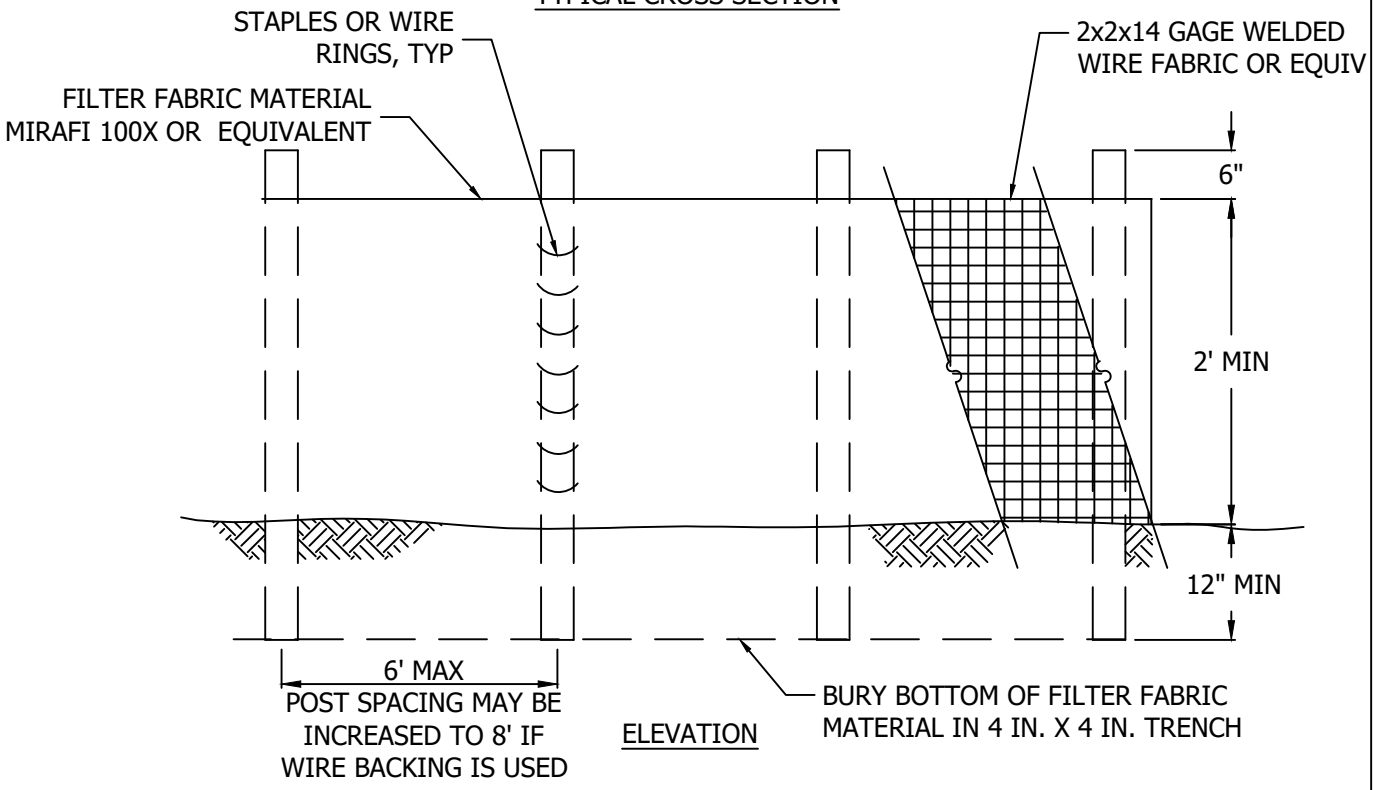
CITY OF KIRKLAND WASHINGTON

STORM TRENCH DETAIL

LAST REVISED: 01/2022



TYPICAL CROSS SECTION



ELEVATION

NOTES

1. PREFAB FENCE ALLOWED IF REINFORCED AND APPROVED BY CITY INSPECTOR.
2. FENCE SHALL NOT BE INSTALLED ON SLOPES STEEPER THAN 2:1.
3. JOINTS IN FILTER FABRIC SHALL BE SPLICED AT POSTS. USE STAPLES, WIRE RINGS, OR EQUIVALENT TO ATTACH FABRIC TO POSTS AND FENCE.
4. REMOVE SEDIMENT WHEN IT REACHES 1/3 FENCE HEIGHT.
5. LOCATION OF FENCING SHALL BE AS SHOWN ON APPROVED PLANS OR AS DIRECTED BY THE CITY.
6. MAXIMUM 100' SHEET OR OVERLAND FLOW PATH LENGTH TO SILT FENCE.
7. DO NOT DIRECT FLOWS GREATER THAN 0.5 CFS TO FENCE.
8. SILT FENCE SHOULD NOT BE INSTALLED IN STREAMS OR V-SHAPED DITCHES.
9. FILTER FABRIC SHOULD BE INSTALLED ALONG CONTOURS WHENEVER POSSIBLE.

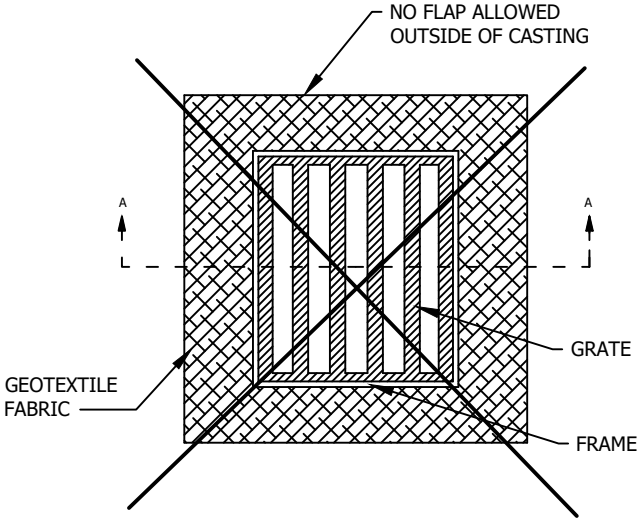
CITY OF KIRKLAND

PLAN NO. CK - E.03

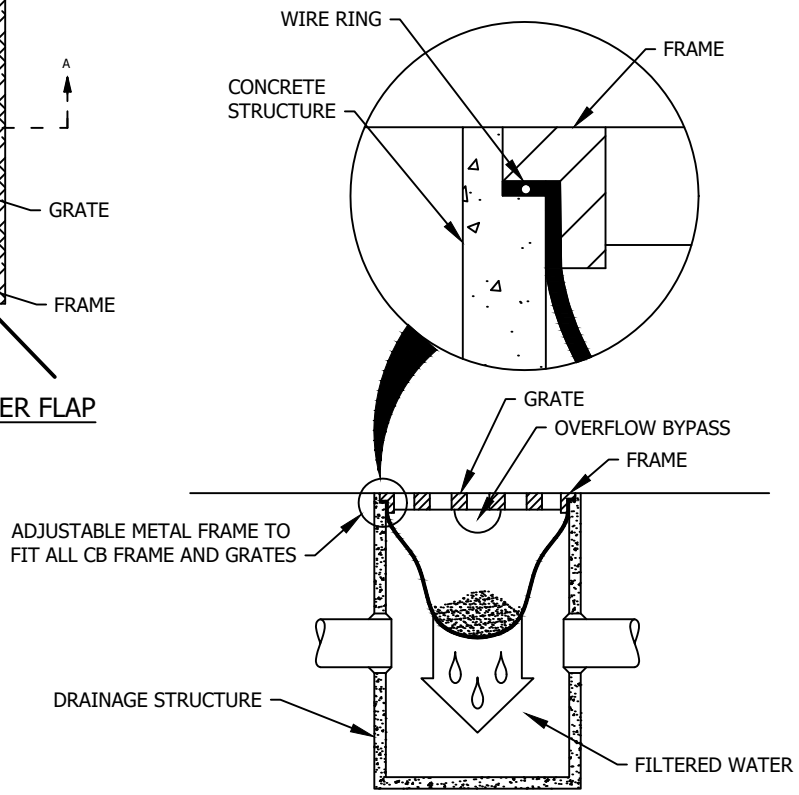
CITY OF KIRKLAND WASHINGTON

SILT FENCE

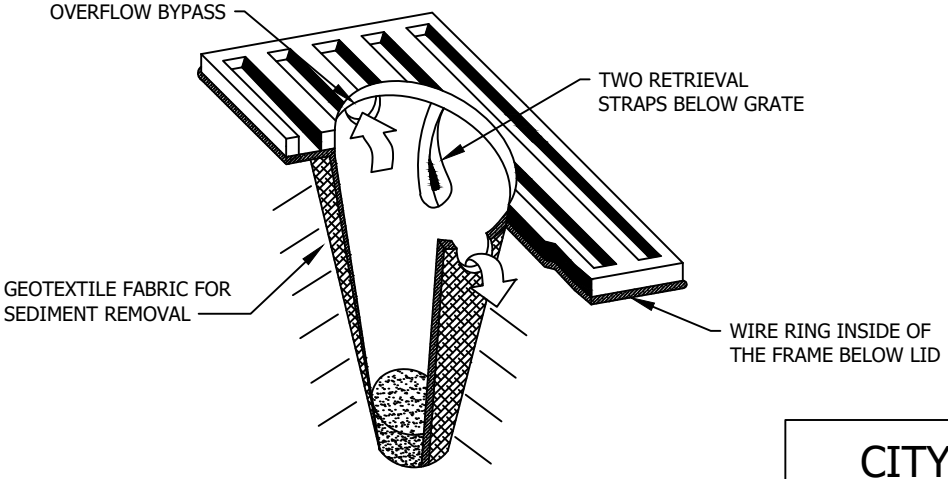
LAST REVISED: 01/2020



PROTECTION INSERSET WITH OUTER FLAP
(NOT ALLOWED)



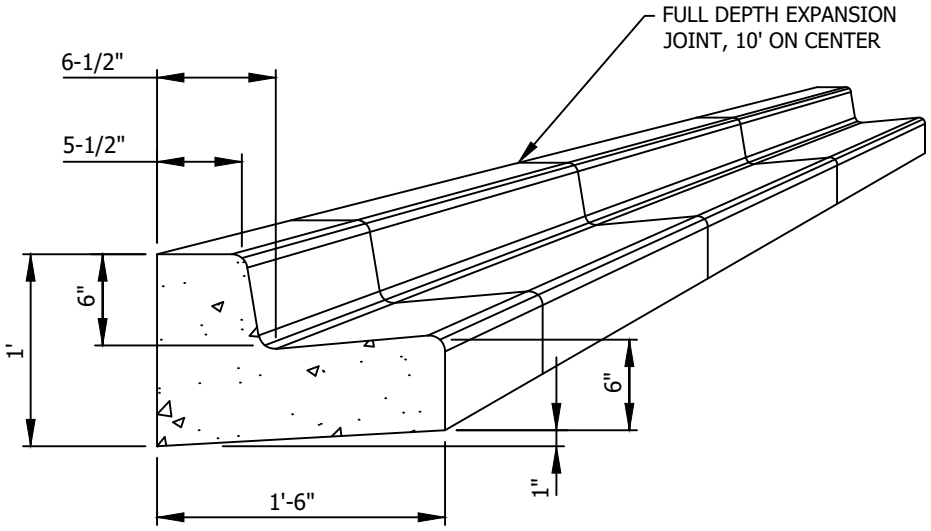
STORM DRAIN PROTECTION
INSERT SECTION A-A



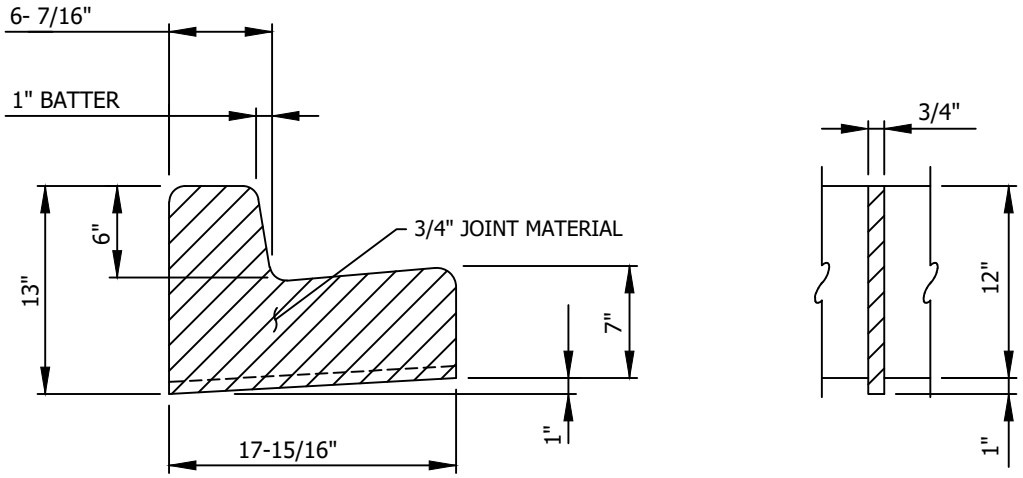
STORM DRAIN PROTECTION INSERT
ISOMETRIC VIEW (TYP.)

CITY OF KIRKLAND	
PLAN NO. CK- E.11	
CITY OF KIRKLAND WASHINGTON	STORM DRAIN PROTECTION INSERT

LAST REVISED:01/2023



TYPICAL SECTION FOR CURB & GUTTER, TYPE A



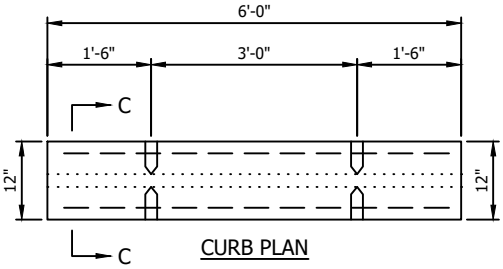
JOINT DETAIL

NOTES:

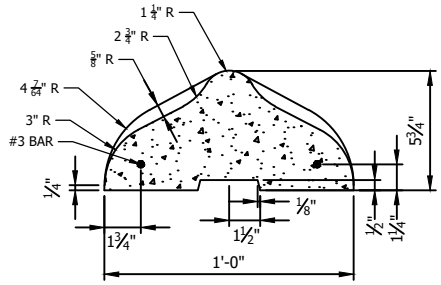
1. FORMS SHALL BE STEEL AND SET TRUE TO LINE AND GRADE (INSPECTION IS REQUIRED PRIOR TO PLACEMENT OF CONCRETE) UNLESS SPECIFIED DIFFERENTLY BY CITY PROJECT ENGINEER.
2. CONCRETE SHALL BE CEMENT CONCRETE CLASS 4000.
3. BASE COURSE SHALL BE 4" OF 5/8" MINUS CRUSHED ROCK.
4. SURVEY REQUIRED FOR CURB ALIGNMENT.

CITY OF KIRKLAND	
PLAN NO. CK–R.17	
CITY OF KIRKLAND WASHINGTON	CONCRETE CURB AND GUTTER, TYPE "A"

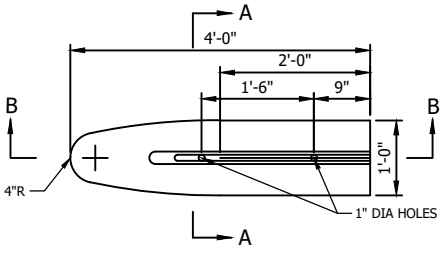
LAST REVISED: 1/2025



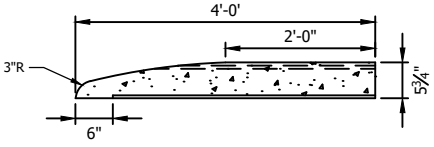
CURB PLAN



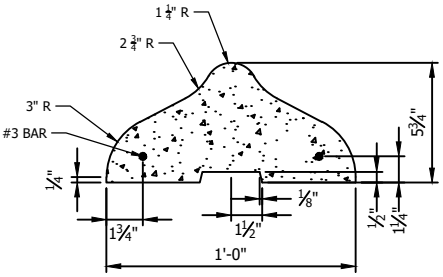
SECTION C-C



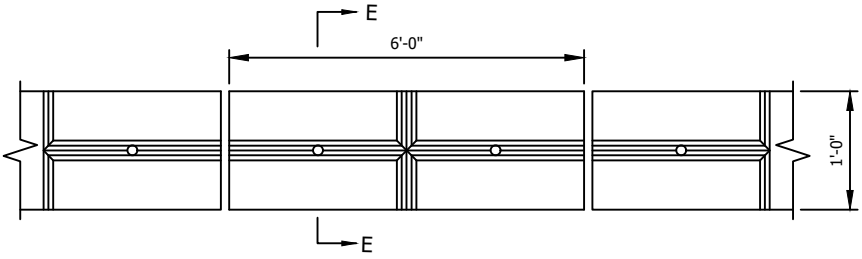
NOSING



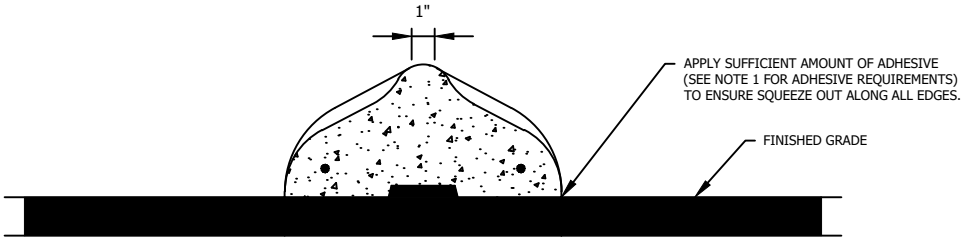
SECTION B-B



SECTION
A-A



INSTALLATION DETAIL FOR STRAIGHT PRECAST TRAFFIC CURB



SECTION
E-E

NOTES:

1. THE ADHESIVE SHALL MEET THE REQUIREMENTS OF SECTION 9.26(1) OF THE WSDOT STANDARD SPECIFICATION. USE APPROPRIATE ADHESIVE TYPE FOR EXISTING CONDITIONS.

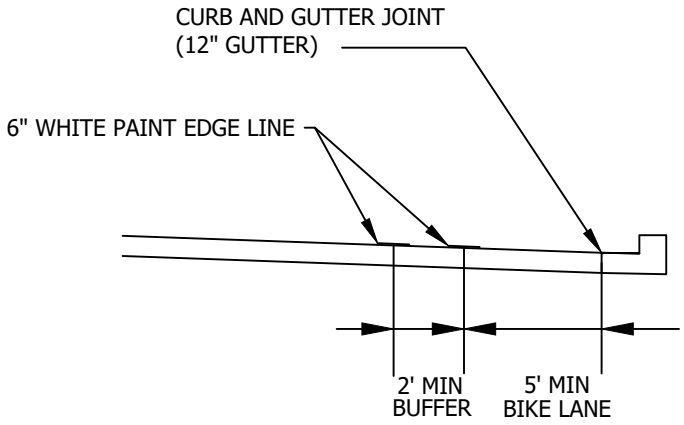
2. MEDIAN CURB SHALL BE PAINTED. PAINT SHALL MEET SECTION 9.34.2 OF THE WSDOT STANDARD SPECIFICATION.

CITY OF KIRKLAND

PLAN NO. CK–R.19A

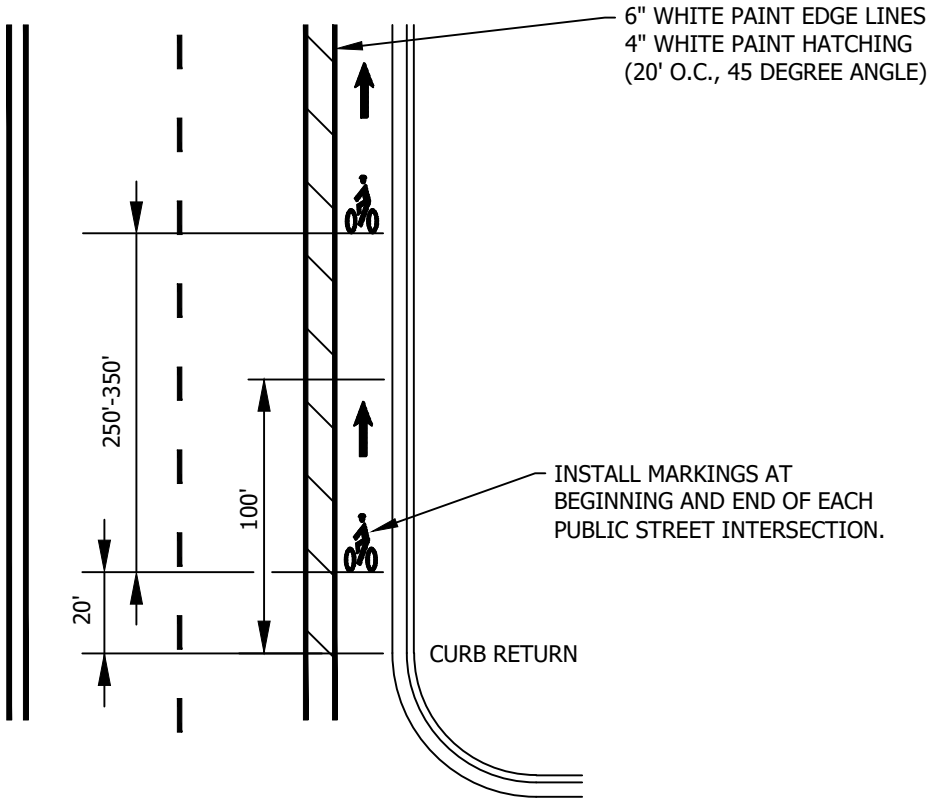
CITY OF KIRKLAND WASHINGTON

MEDIAN CURB



BUFFERED BICYCLE PEDESTRIAN LANE WITHOUT PARKING

(MEASURED TO EDGE OF GUTTER OR CENTER OF PAINT STRIPE)



NOTES:

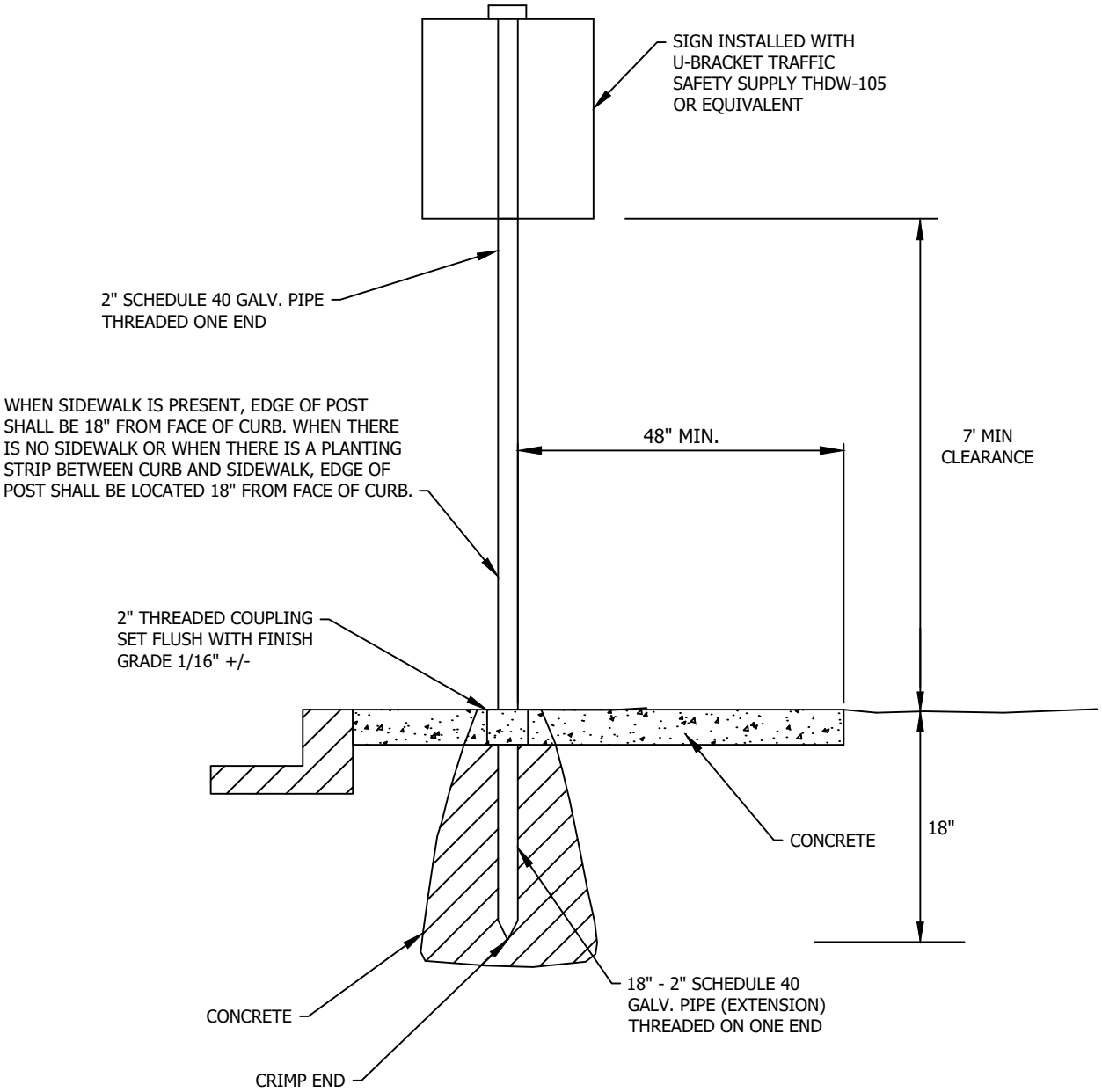
1. SEE MUTCD FOR MORE INFORMATION AND SPECIFICATIONS.
2. PER SEC. 9B.04 2009 MUTCD, DO NOT USE R3-17 SIGNS.
3. BICYCLIST AND PEDESTRIAN SYMBOLS PER CK-R.34.
4. 4' BIKE LANE WIDTH MAY BE CONSIDERED IN CONSTRAINED LOCATIONS.

CITY OF KIRKLAND

PLAN NO. CK-R.35A

TYPICAL BUFFERED BICYCLE LANE - WIDTH, SIGNING & MARKING

LAST REVISED:01/2024



NOTES:

1. IF SIGN MUST BE PLACED IN EXISTING CONCRETE, CORE HOLE SHALL BE 8" DIAMETER.
2. S1-1 SIGNS SHALL BE BLACK ON FLUORESCENT GREEN.
3. W11-2 SIGNS SHALL BE BLACK ON YELLOW.
4. ALL SIGNS SHALL HAVE ANTI-GRAFFITI COATING. SEE CONTACT SPECIAL PROVISIONS FOR MORE INFORMATION.

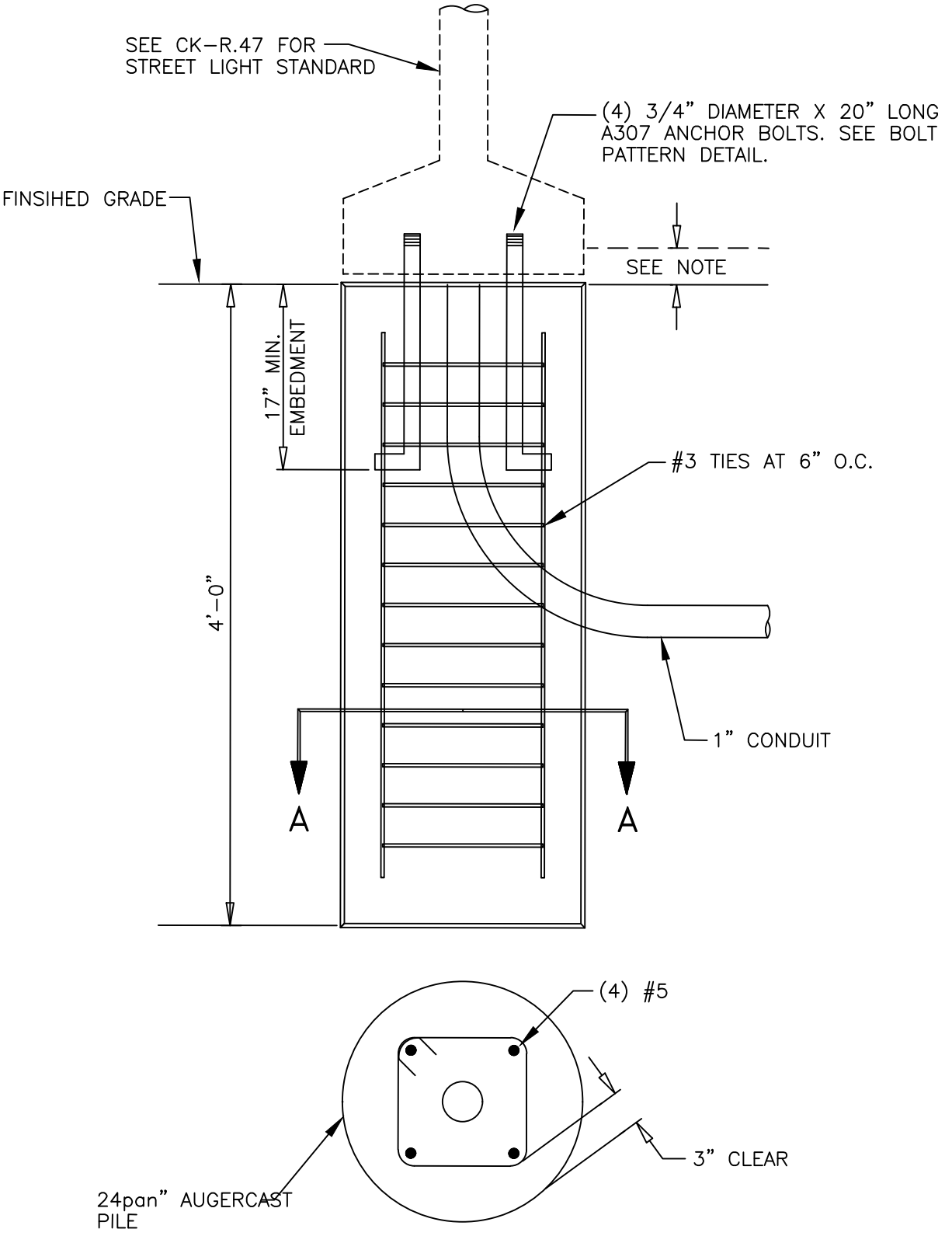
CITY OF KIRKLAND

PLAN NO. CK–R.43

CITY OF KIRKLAND WASHINGTON

STANDARD SIGN INSTALLATION

LAST REVISED:01/2024



SECTION A–A

NOTE:

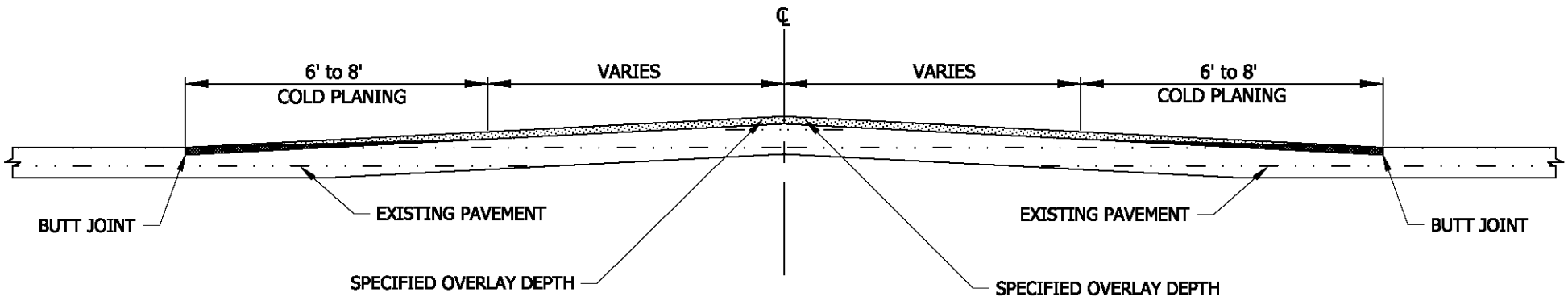
IF SLOPE OF GRADE EXCEEDS 2% THEN FLAT TOP OF PILE WILL EXTEND ABOVE GRADE AROUND ALL OF IT'S CIRCUMFERENCE.

CITY OF KIRKLAND

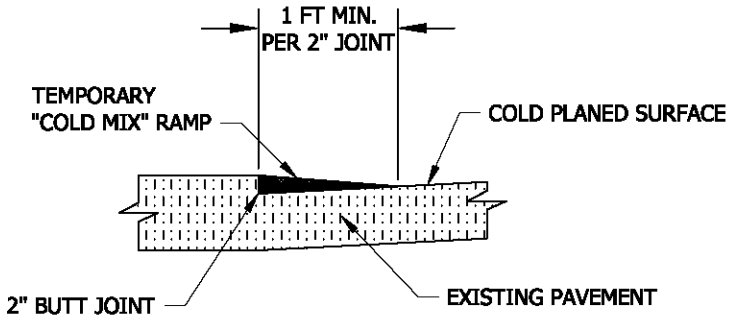
PLAN NO. CK–R.47A

CITY OF KIRKLAND WASHINGTON

PEDESTRIAN LIGHT POLE BASE DETAIL



BUTT JOINT COLD PLANING



"COLD MIX" RAMP

NOTES:

1. ALL JOINTS PLANED PERPENDICULAR TO TRAVEL LANES SHALL BE IMMEDIATELY PAPER JOINTED, COLD MIXED, AS PER THIS DETAIL, AND MAINTAINED UNTIL NEW HMA LAYER IS INSTALLED. PAPER JOINTS WILL BE REMOVED JUST PRIOR TO PLACEMENT OF WEARING COURSE.

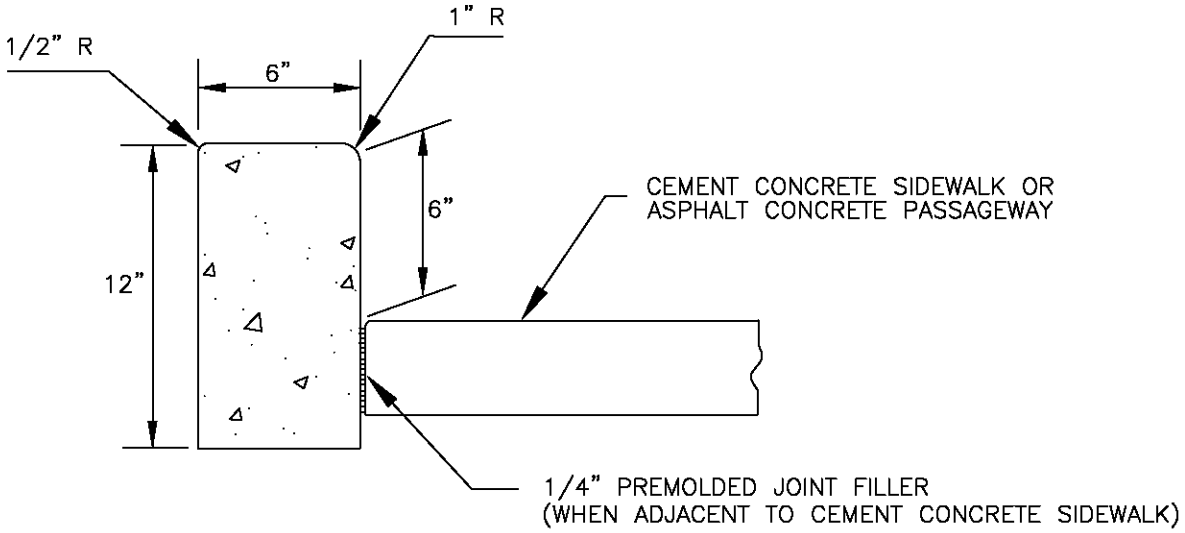
CITY OF KIRKLAND

PLAN NO. CK-R.13

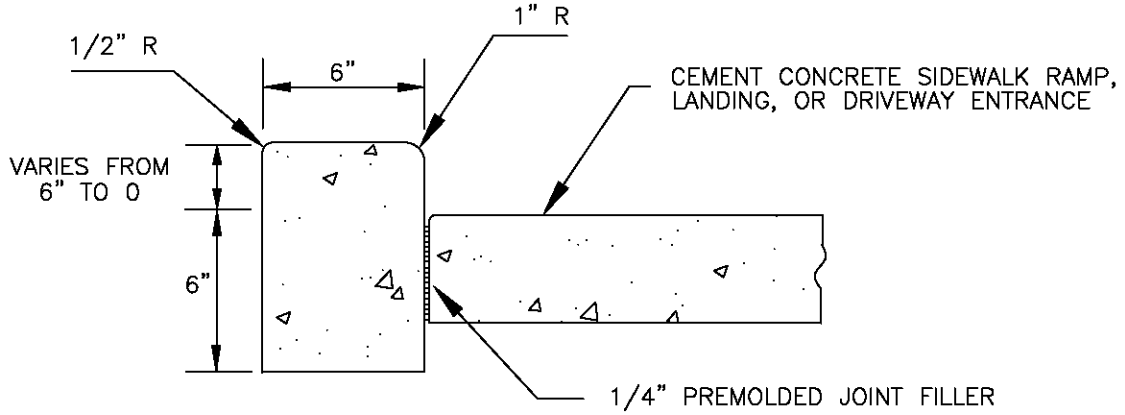
BUTT JOINT, COLD PLANING AND COLD MIX RAMP

LAST REVISED:1/2019

LAST REVISED:02/12/10



CEMENT CONCRETE PEDESTRIAN CURB



CEMENT CONCRETE PEDESTRIAN CURB

AT SIDEWALK RAMPS & LANDINGS, AND DRIVEWAY ENTRANCES

NOTES

1. FORMS SHALL BE STEEL AND SET TRUE TO LINE AND GRADE (INSPECTION REQUIRED PRIOR TO PLACEMENT OF CONCRETE).
2. CONCRETE SHALL BE CEMENT CONCRETE CLASS 4000.
3. BASE COURSE SHALL BE 4" OF 5/8" MINUS CRUSHED ROCK.
4. SEE CK-R.17 FOR CURB EXPANSION AND CONTRACTION JOINT SPACING.

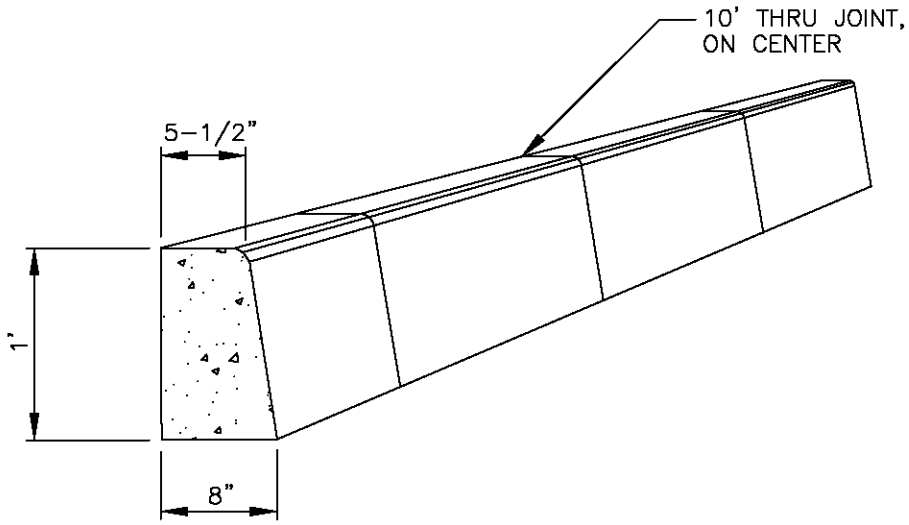
CITY OF KIRKLAND

PLAN NO. CK-R.17A

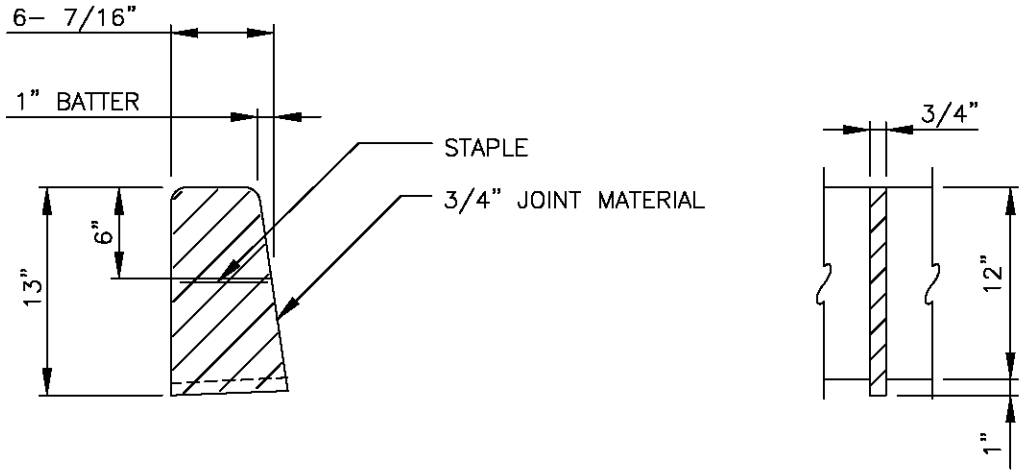
CITY OF KIRKLAND WASHINGTON

CEMENT CONCRETE PEDESTRIAN CURB

LAST REVISED:01/10/2011



TYPICAL SECTION FOR VERTICAL CURB



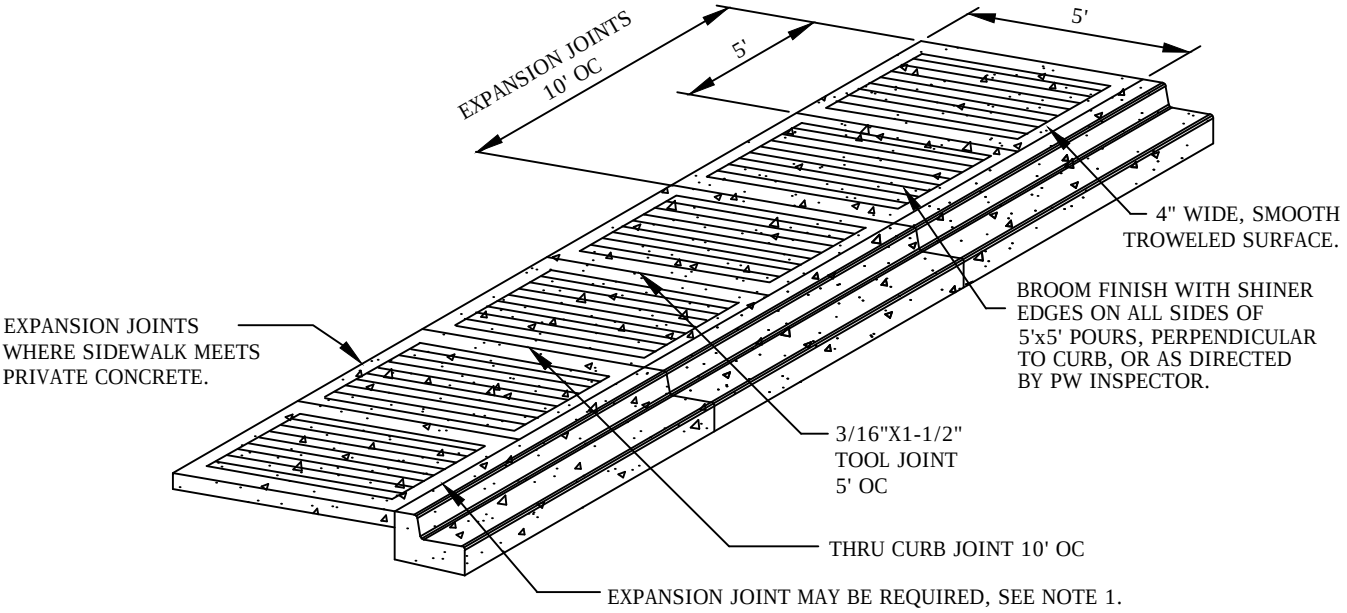
JOINT DETAIL

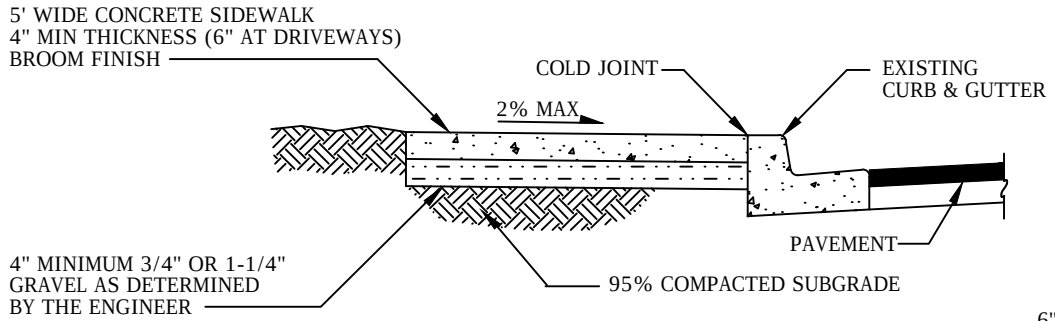
NOTES

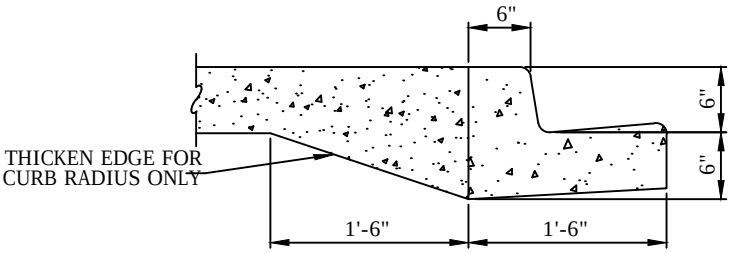
1. FORMS SHALL BE STEEL AND SET TRUE TO LINE AND GRADE (INSPECTION IS REQUIRED PRIOR TO PLACEMENT OF CONCRETE).
2. CONCRETE SHALL BE CEMENT CONCRETE CLASS 4000.
3. BASE COURSE SHALL BE 4" OF 5/8" MINUS CRUSHED ROCK.
4. INSTALLATION OF THIS TYPE OF CURB MUST HAVE PRIOR APPROVAL.

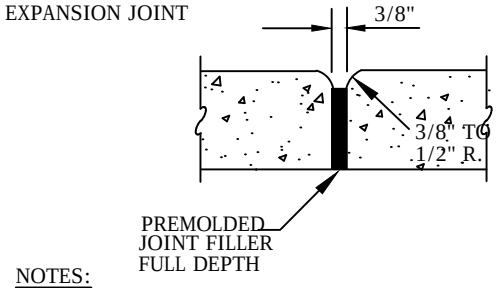
CITY OF KIRKLAND	
PLAN NO. CK-R.17C	
CITY OF KIRKLAND WASHINGTON	CONCRETE VERTICAL CURB

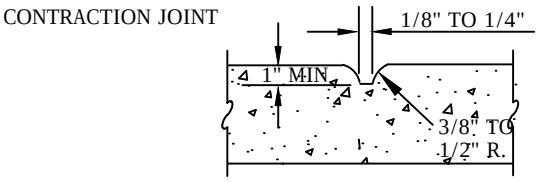
LAST REVISED: 1/1/18











NOTES:

1. SIDEWALK AND CURB & GUTTER CANNOT BE POURED MONOLITHICALLY. EXPANSION JOINT WILL BE REQUIRED WHEN CONCRETE SIDEWALK IS SURROUNDED BY OTHER HARD SURFACES (E.G., DRIVEWAY); OR AS DIRECTED BY PW INSPECTOR.
2. CONCRETE SHALL BE CEMENT CONCRETE CLASS 4000 PSI MINIMUM, WITH AIR ENTRAINMENT. NO COLOR OR TINT SHALL BE ADDED.
3. FORMS SHALL BE SET TRUE TO LINE AND GRADE AND SHALL BE STEEL UNLESS OTHERWISE APPROVED BY INSPECTOR.
4. SIDEWALK SHALL NOT BE POURED IN THE RAIN. SEE POLICY R-8, PLACING CONCRETE OR ASPHALT IN ADVERSE WEATHER CONDITIONS.

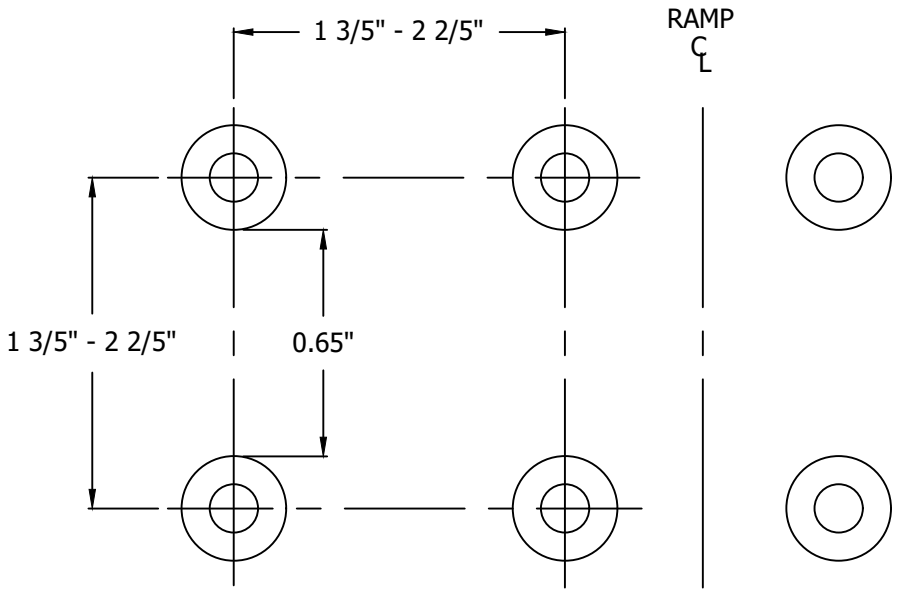
CITY OF KIRKLAND

PLAN NO. CK- R.23

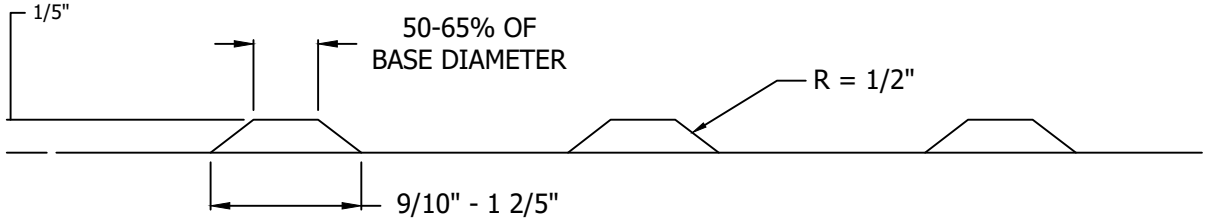
CITY OF KIRKLAND WASHINGTON

SIDEWALK SECTION

LAST REVISED: 01/2021



PLAN



ELEVATION

NOTE:

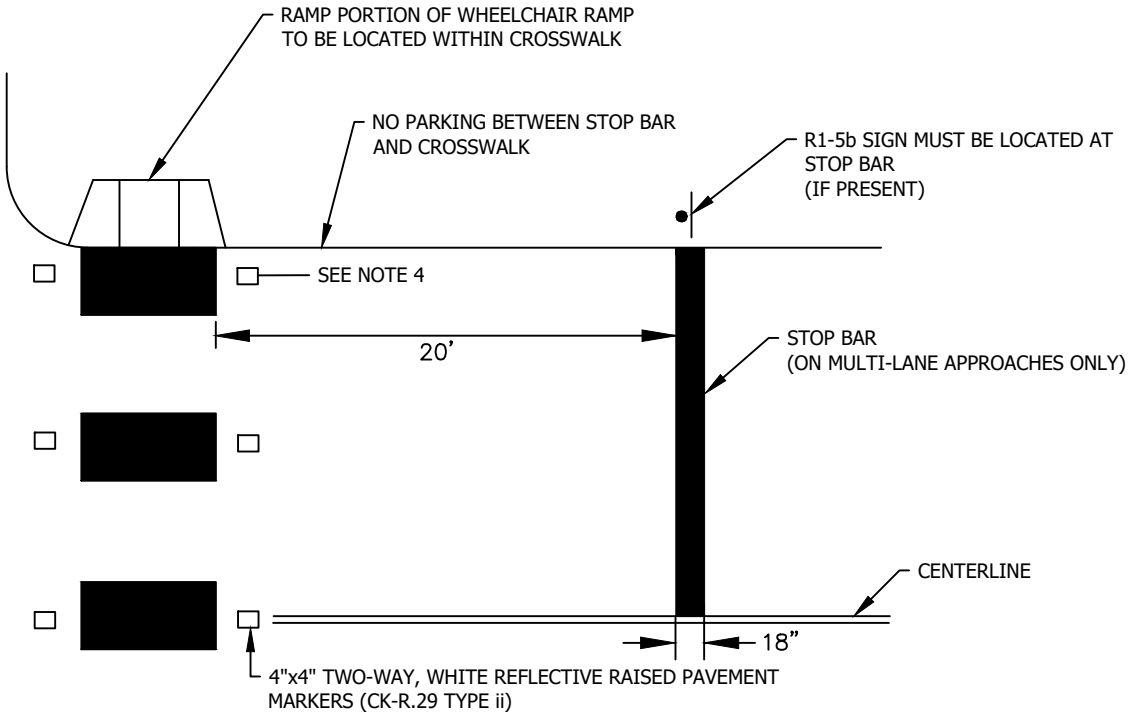
1. THE DETECTABLE WARNING PATTERN SHALL BE FORMED BY ADDING A MANUFACTURED MATERIAL BEFORE THE CONCRETE HAS CURED.
2. THE TWO-FOOT WIDE DETECTABLE WARNING PATTERN AREA ON THE RAMP SHALL BE YELLOW AND SHALL MATCH THE COLOR OF "STANDARD INTERSTATE YELLOW" PAINT AS SPECIFIED IN FORMULA K-2-83.
3. EMBOSSING THE WET CONCRETE OR INSTALLING MASONRY OF CERAMIC TILES MUST BE APPROVED BY CITY ENGINEER.

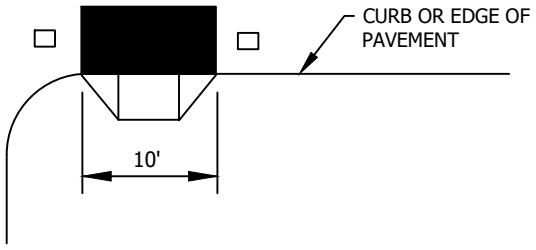
CITY OF KIRKLAND

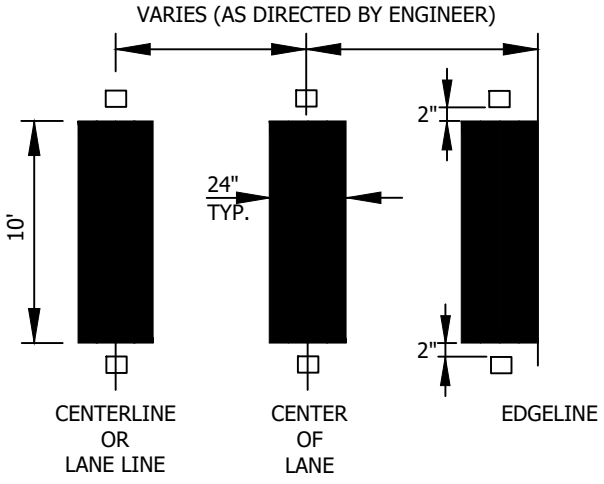
PLAN NO. CK - R.25B

TRUNCATED DOME TEXTILE WARNING SURFACE

LAST REVISED:01/2020







DETAIL

NOTES:

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

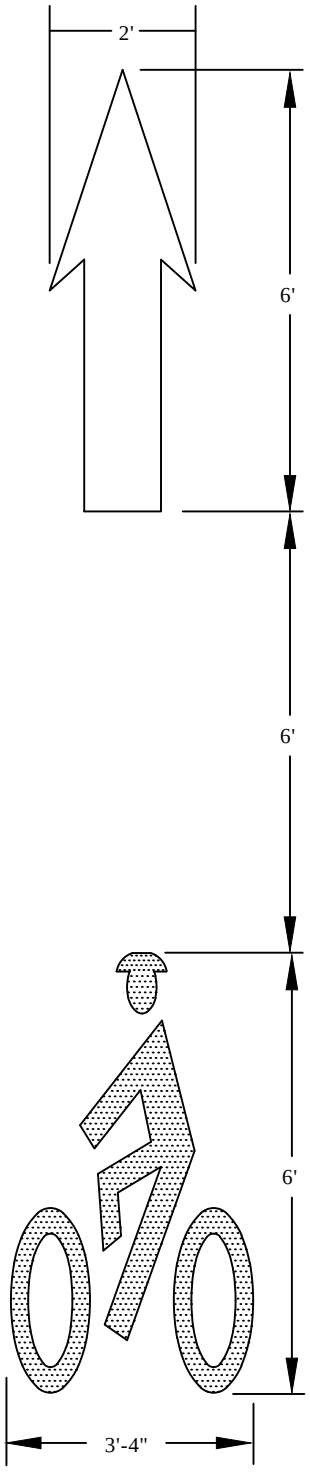
CITY OF KIRKLAND

PLAN NO. CK–R.28A

CITY OF KIRKLAND WASHINGTON

CROSSWALK AND STOP BAR DETAIL FOR UNCONTROLLED APPROACHES

LAST REVISED: 2/3/2017



NOTES:

1. BIKE LANE SYMBOLS AND ARROW MATERIAL SHALL BE 90 MILL, PREFORMED, SKID RESISTANT THERMOPLASTIC.
2. BICYCLE SYMBOL FACES ROADWAY CENTERLINE.

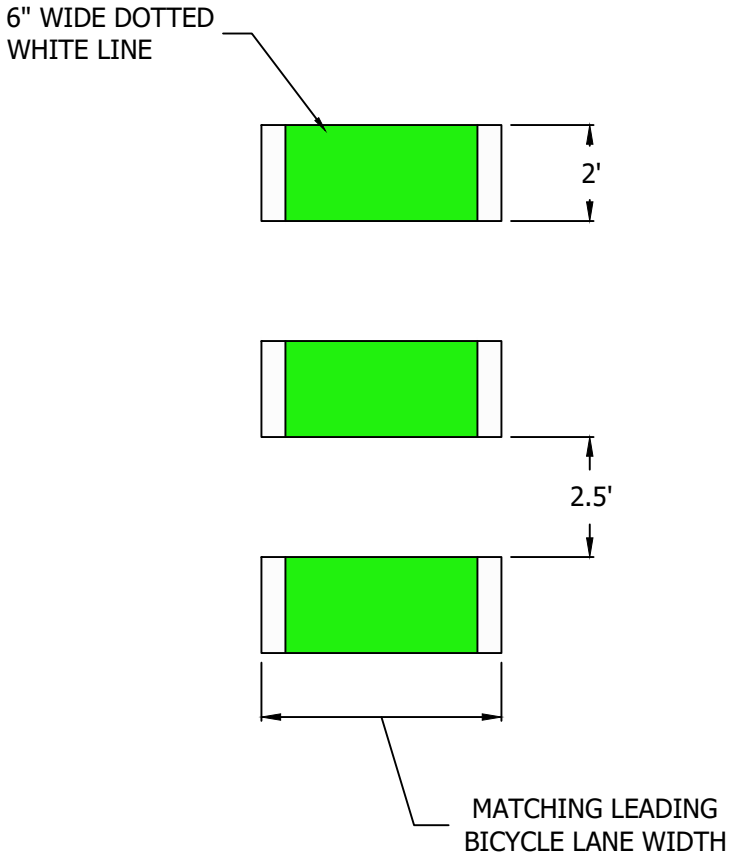
CITY OF KIRKLAND

PLAN NO. CK–R.34

CITY OF KIRKLAND WASHINGTON

BICYCLE LANE MARKINGS

LAST REVISED: 01/2021



NOTE:

ALL MARKINGS, INCLUDING GREEN COLORED PAVEMENT AND WIDE DOTTED WHITE LINE, SHALL BE EITHER 90 MIL. PREFORMED THERMOPLASTIC OR METHYL METHACRYLATE (MMA)

CITY OF KIRKLAND	
PLAN NO. CK - R.36C	
CITY OF KIRKLAND WASHINGTON	TYPICAL INTERSECTION/ CONFLICT ZONE BIKE LANE PAVEMENT MARKING

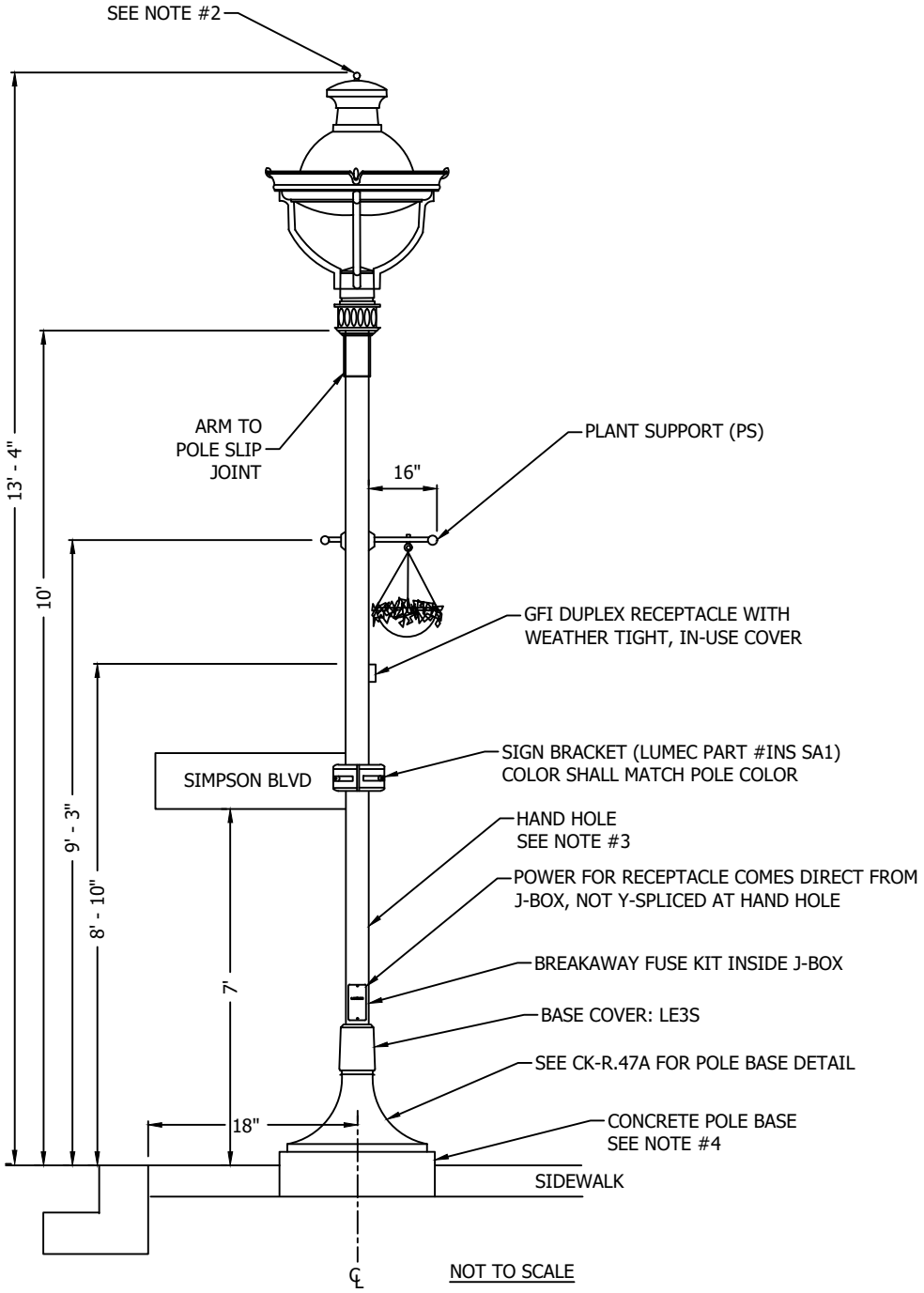
MANUFACTURER	LUMEC 640 CURE-BOIVIN BROISBRAND QC CANADA, J7G2A7
LOCAL SUPPLIER	ELECTRICAL REPRESENTATIVES WEST, INC. 624 LUCILE STREET, SEATTLE, WA 98108 (206-767-7722)
MODEL	LUMEC ANCESTRA SERIES #AT-30
COLOR	RD2TX, TEXTURED BURGUNDY
BASE COVER	B40 DECORATIVE BASE COVER; FINISH TO MATCH LUMINAIRE
GLOBE	POLYCARBONATE, CLEAR
FUSE CONNECTOR KIT	MODEL 1791-SF SEC CONNECTOR COMPANY OR EQUAL
FUSES	FNM-5 (LAMP) & FNM-15 (RECEPTACLE) OR EQUAL
POLE HEIGHT	10 FEET (APR4U-10) OR 8 FEET (APR4U-8)
POLE TYPE	APR4U-12 ALUMINUM POLE W/B40 DECORATIVE BASE COVER. FINISH TO MATCH LUMINAIRE.
REQUIRED OPTIONS	G.F.I. DUPLEX RECEPTACLE (DR) WITH A WEATHER TIGHT, IN-USE COVER. SIGN BRACKET (SA1) COLOR TO MATCH POLE. SINGLE PLANT ARM (PS) COLOR TO MATCH POLE. PHOTOELECTRIC CELL (SWITCH) FROM MANUFACTURER IS NOT ACCEPTABLE
PHOTOELECTRIC SWITCH	ALR 2090-NPS
OPTICAL SYSTEM	LE3S
SPACING	ALTERNATE BETWEEN STREET TREES (MAX. 60' O.C., MIN. 30' O.C.)
UTILITY BOX	CONCRETE J-BOX WITH METAL LID MARKED "ELECTRICAL" (SEE CK-R.47B)
POWER	240V
CONDUIT	2" SCHEDULE 40 PVC
LAMP	LED (90W49LED4K)
WIRING	THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING WIRE THAT MEETS NEC STANDARDS. COPPER WIRE ONLY.
PERMIT	A SEPARATE ELECTRICAL PERMIT FROM THE CITY IS REQUIRED.
SPLICE CONNECTIONS	USE: C-TAP (COPPER CRIMP), 3M 2000 MASTIC WATERPROOFING, 3M SUPER 88 TAPE.

CITY OF KIRKLAND

PLAN NO. CK - R.47G

JBD
STREET LIGHT
SPECIFICATIONS

LAST REVISED: 01/2021



NOTES:

1. INSTALL PHOTO ELECTRIC CELL (P.E.C.) ON POLE CAP (IF POWERED BY CUSTOMER CIRCUIT). USE TWISTLOCK TYPE. SEE CITY OF KIRKLAND INSPECTOR FOR PART NUMBERS OR EQUIVALENT. FACTORY INSTALLED P.E.C. IS NOT ACCEPTABLE.
2. WIRES FROM J-BOX, OUTLET, AND BALLAST WILL BE CONNECTED AT THIS AREA; NOT BY THE SLIP JOINT.
3. THE ONLY CONNECTION MADE AT HAND HOLE IS THE POLE GROUNDING CONNECTION.
4. WITH SLOPED SIDE WALKS, THE POLE BASE MUST PROTRUDE ABOVE FINISHED GRADE SO THAT BASE COVER WILL SIT LEVEL.
5. LIGHTS SHALL BE GENERALLY SPACED AT 60' ON CENTER.
6. ALL PEDESTRIAN LIGHTS SHALL HAVE 1 SIGN BRACKET.
7. ALL SPLICE CONNECTIONS IN J-BOX SHALL BE MADE USING:
   A. C-TAP (COPPER CRIMP)
   B. 3M 2000 MASTIC COVER
   C. 3M SUPER 88 TAPE

CITY OF KIRKLAND

PLAN NO. CK - R.47I

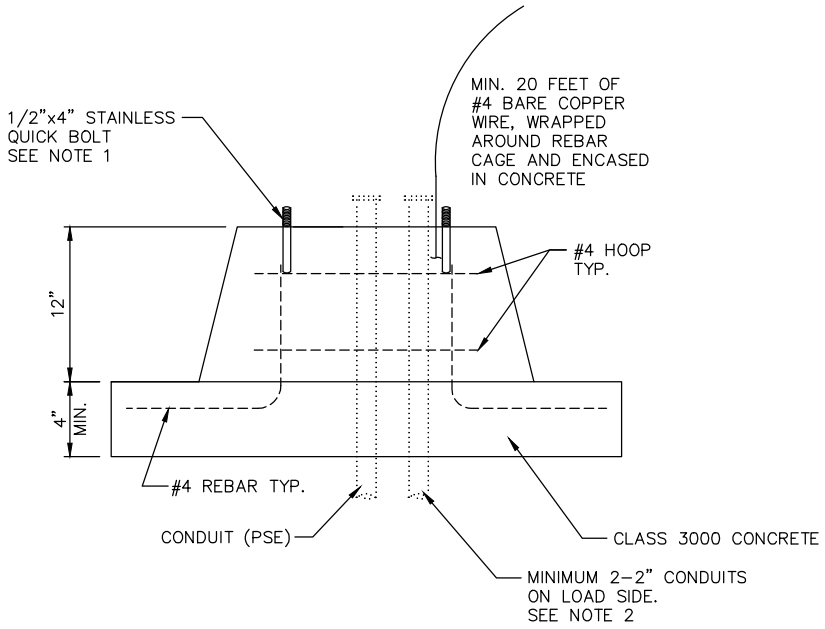
JBD STREET LIGHT STANDARD

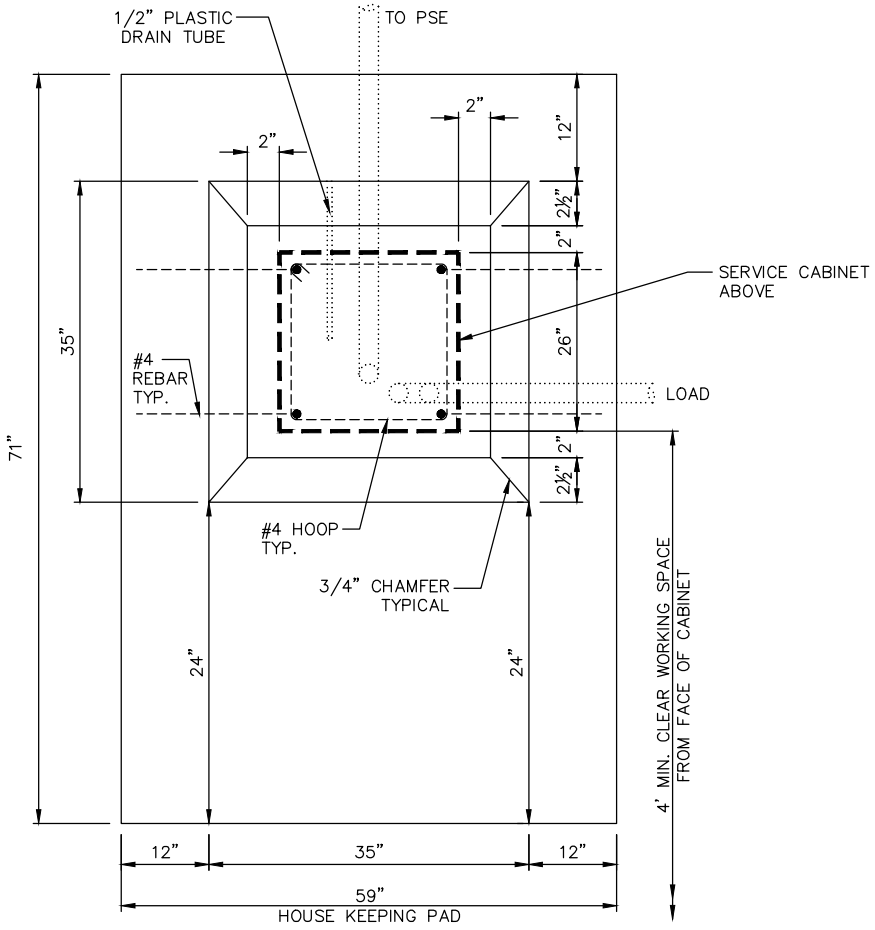
LAST REVISED: 01/2023

CITY OF KIRKLAND

PLAN NO. CK–TS.09

SERVICE CABINET FOUNDATION

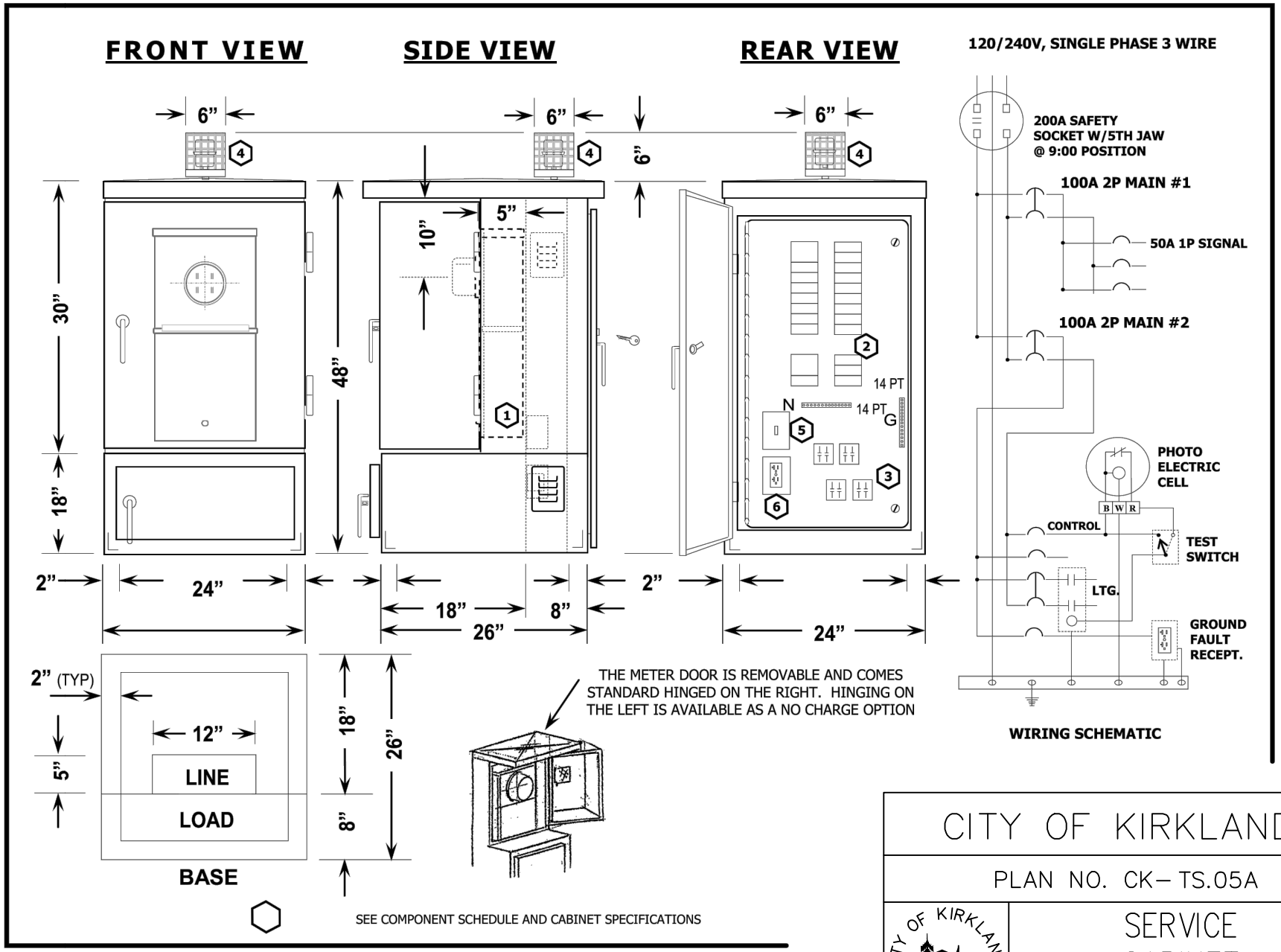




NOTES:

1. CONTRACTOR TO VERIFY BOLT PATTERN WITH CABINETS.

SERVICE CABINET FOUNDATION DETAIL



NOTES:
SKYLINE ELECTRIC & MFG. CO. OR EQUAL

CITY OF KIRKLAND

PLAN NO. CK– TS.05A

CITY OF KIRKLAND WASHINGTON

SERVICE CABINET 62460–R1

PANELBOARD SCHEDULE "S" 120/240V 1P 3W 22K AIC SERIES RATED

CKT#	DESCRIPTION	TYPE	TRIP/POLE		TRIP/POLE	TYPE	DESCRIPTION	CKT#
1	MAIN CB	QBH	100/2		30/2	BAB	ILLUMINATION #3	2
3								4
5	ILLUMINATION #1	BAB	30/2		30/2	BAB	ILLUMINATION #4	6
7								8
9	ILLUMINATION #2	BAB	30/2		20/1	BAB	GFI RECEPTACLE	10
11					15/1	BAB	CONTROL	12
13	RECEPTACLE	BAB	20/1		20/1	BAB	RECEPTACLE	14
15	PREPARED SPACE						PREPARED SPACE	16
17	PREPARED SPACE						PREPARED SPACE	18

A B

S/N

PANELBOARD SCHEDULE "T" 120/240V 1P 3W 22K AIC SERIES RATED

CKT#	DESCRIPTION	TYPE	TRIP/POLE		TRIP/POLE	TYPE	DESCRIPTION	CKT#
1	MAIN CB	QBH	100/2		20/1		ITS	2
3							PREPARED SPACE	4
5	SIGNAL	BAB	50/1				PREPARED SPACE	6

A B

S/N

CITY OF KIRKLAND

PANELBOARDS "S" & "T"
PANELBOARD SCHEDULES

ELECTRICAL DATA:

PANELBOARD: 120/240VAC 1 PHASE 3 WIRE, 22K AIC SERIES RATED, SPLIT BUS, 250 AMP SILVER PLATED COPPER BUS, COPPER NEUTRAL AND GROUND BUS ,
MAIN CBS: CUTLER HAMMER QBHW2100H
BRANCH CBS: WESTINGHOUSE BAB BOLT-ON CBS

PER UL67 FILE NO. E21192

CITY OF KIRKLAND

PLAN NO. CK-TS.05B

PANELBOARDS "S" & "T" CIRCUIT BREAKER SCHEDULES

CITY OF KIRKLAND

SERVICE CABINET FOR SERVICE AND STREET AND TRAFFIC SIGNAL

COMPONENT SCHEDULE

1. **METER BASE:** 200 AMP, BY-PASS TYPE, 4-JAW, SINGLE PHASE, 5TH JAW INSTALLED AT 9:00 POSITION, B-LINE U264

2. **PANELBOARD:** 120/240 VAC, 1 PHASE, 3 WIRE, 250 AMP COPPER BUS (W/RATING LABEL), SPLIT BUS , 22 KAIC SERIES RATED, BOLT-ON BRANCH BREAKERS, EATON TYPE BAB
   SIGNAL SECTION: 100 AMP, 2 POLE MAIN BREAKER, EATON QBHW2100, 6 CKT
   - 1 - 50 /1 SIGNAL BRANCH
   - 1 - 20 /1 ITS BRANCH
   - 2 - 1 POLE SPACE

   ILLUMINATION SECTION: 100 AMP, 2 POLE MAIN BREAKER, EATON QBHW2100, 18 CKT
   - 4 - 30/2 ILLUMINATION BRANCH
   - 2 - 20/1 RECEPTACLE BRANCH
   - 1 - 15/1 CONTROL CKT BRANCH
   - 1 - 20/1 GROUND FAULT RECEPTACLE BRANCH

3. **CONTACTORS:** LIGHTING RATED, 30 A, 2 POLE, 120 VAC COIL, 4 – REQUIRED

4. **PHOTO ELECTRIC CELL:** 1800 WATT, 120 VAC, TWIST LOCK, TYCO #SST-PV-IES-UL WITH 6" x 6" x 6" WIRE MESH GUARD

5. **PHOTO-CELL BYPASS SWITCH:** SPDT, 15 AMP, 277 VAC

6. **GROUND FAULT RECEPTACLE:** 20 AMP, 125 VAC, DUPLEX

CABINET: NEMA 3R, PADMOUNT, 1/8” ALUMINUM 5052-H32 CONSTRUCTION
2 SCREENED AND GASKETED VENTS

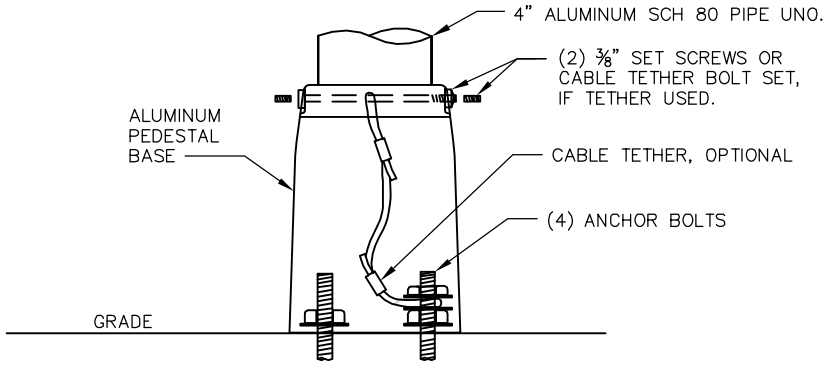
DOORS: HEAVY DUTY HINGES (LIFT-OFF TYPE), WELDED IN PLACE
STAINLESS STEEL VAULT HANDLES, PADLOCKABLE METER DOOR
"BEST" CX LOCK ON DISTRIBUTION DOOR, POLISHED WIRE GLASS WINDOW IN METER DOOR, CLOSED CELL NEOPRENE GASKET, CARD HOLDER

FINISH: MILL FINISH ALUMINUM, DEADFRONT WHITE

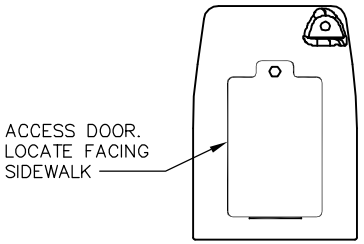
CITY OF KIRKLAND

CITY OF KIRKLAND	
PLAN NO. CK-TS.05C	
	COMPONENT SCHEDULE

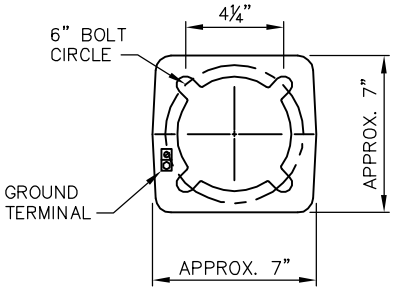
City of Bellevue



BASE MOUNTING DETAIL

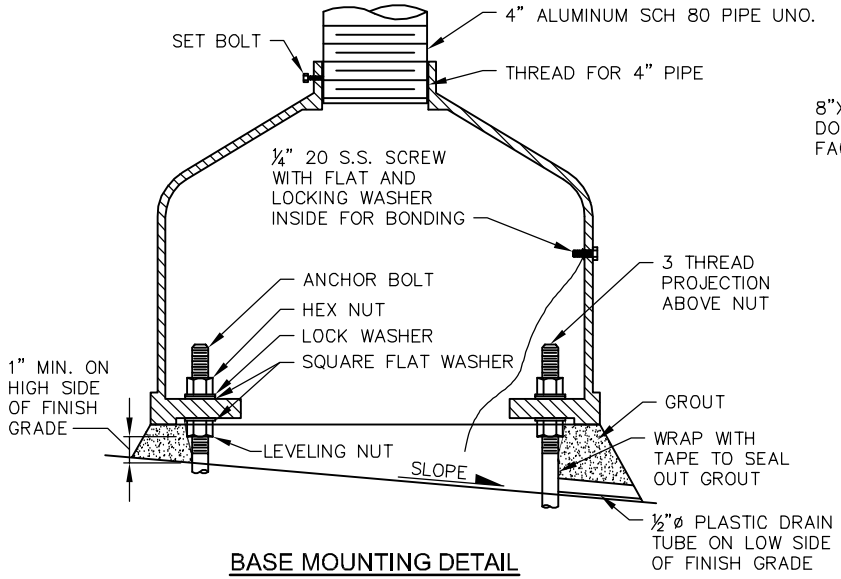


BASE ELEVATION

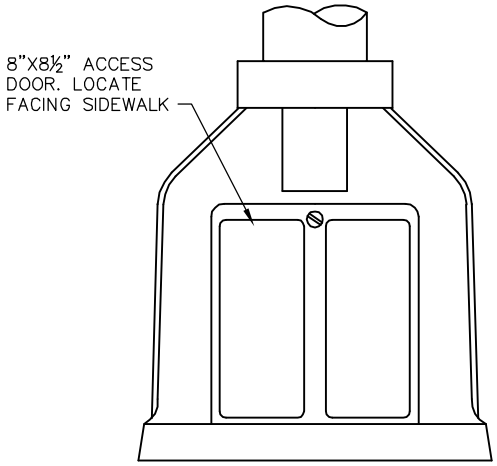


BOTTOM VIEW

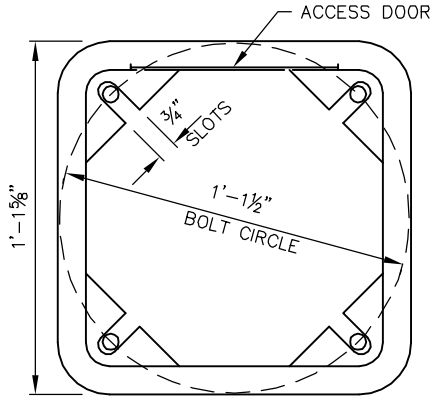
PEDESTAL BASE WITH 6" BOLT CIRCLE



BASE MOUNTING DETAIL



BASE ELEVATION



NOTE: BASE SHALL MEET AASHTO BREAKAWAY REQUIREMENTS

BOTTOM VIEW

PEDESTAL BASE WITH 1'-1½" BOLT CIRCLE

City of Bellevue

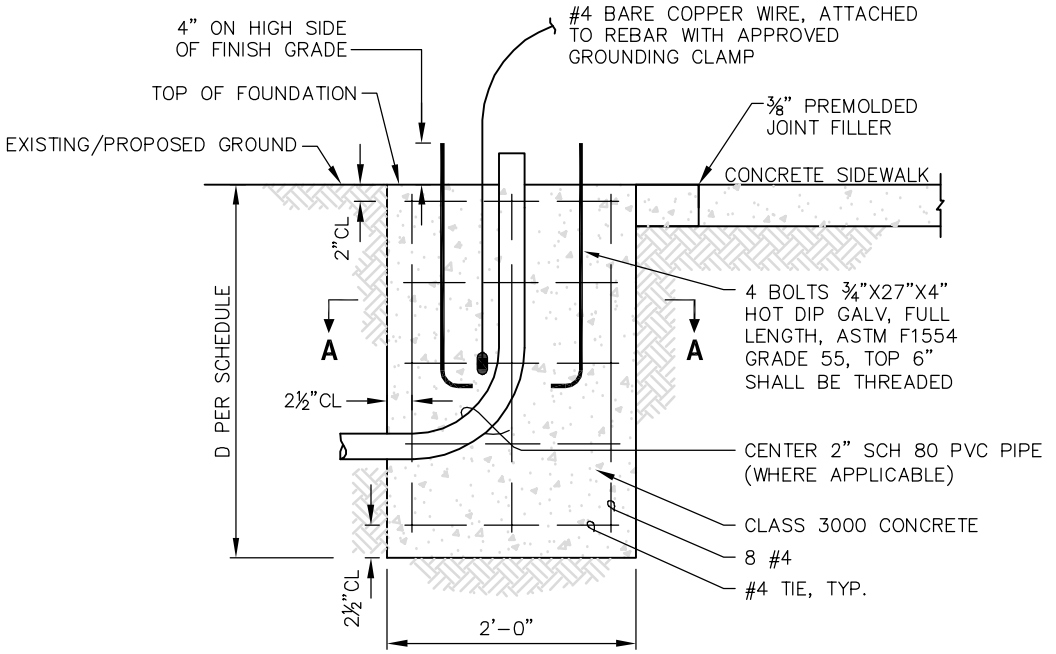
PEDESTAL BASE FOR 4" ALUMINUM POLE

DRAWING NUMBER	SL-140-2
SCALE	NONE
REVISION DATE	2/24
DEPARTMENT	TRANS

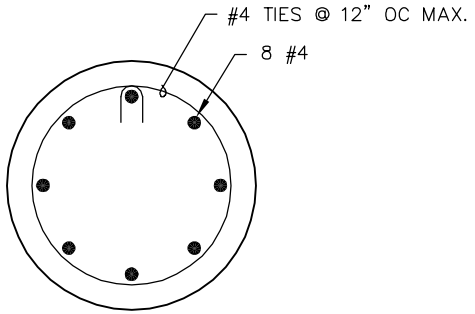
FOUNDATION SCHEDULE		
LOADING AT BASE M	GROUND CONDITION (SEE NOTES)	FOUNDATION DEPTH D
M < 8500 FT–LB	FLAT SLOPED	4'–0" 5'–0"
8500 FT–LB < M < 12,000 FT–LB	FLAT SLOPED	5'–0" 6'–0"

NOTES:

1. THIS FOUNDATION HAS BEEN DESIGNED ACCORDING TO THE AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS, FIRST EDITION, 2015. ULTIMATE WIND SPEED IS 100 MPH.
2. IF THE LOADING AT THE BASE OF THE POLE IS GREATER THAN 12,000 FT–LB. A PROJECT–SPECIFIC DESIGN WILL BE REQUIRED.
3. FLAT GROUND CONDITION SHALL BE USED IF SLOPE IS 4H:1V OR LESS.
4. SLOPED GROUND CONDITION SHALL BE USED IF SLOPE IS GREATER THAN 4H:1V BUT LESS THAN 2H:1V.
5. FOUNDATION DEPTHS PROVIDED ASSUME SOIL CAN BE CLASSIFIED AS SAND. FOR PREDOMINATELY CLAY SOILS A PROJECT–SPECIFIC DESIGN WILL BE REQUIRED.



PEDESTAL FOUNDATION



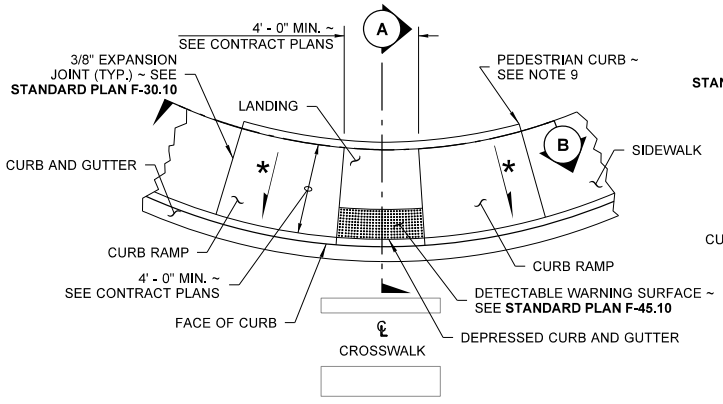
FOUNDATION SECTION (A-A)

City of Bellevue

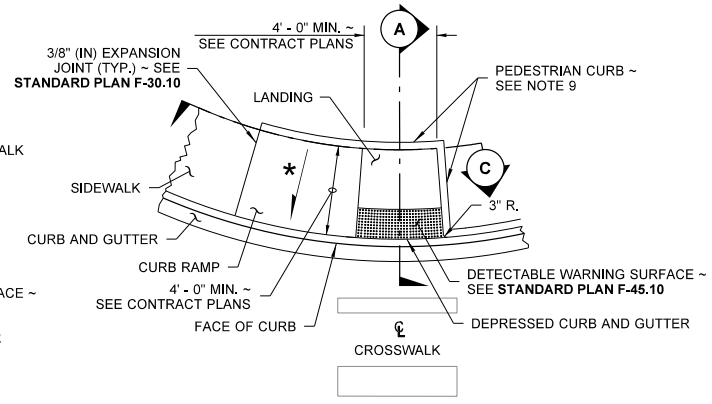
FOUNDATION FOR 4" ALUMINUM POLE AND PEDESTAL

DRAWING NUMBER	SL–141–1
SCALE	NONE
REVISION DATE	2/24
DEPARTMENT	TRANS

WSDOT



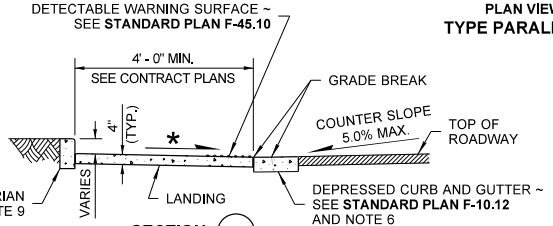
PLAN VIEW
TYPE PARALLEL A



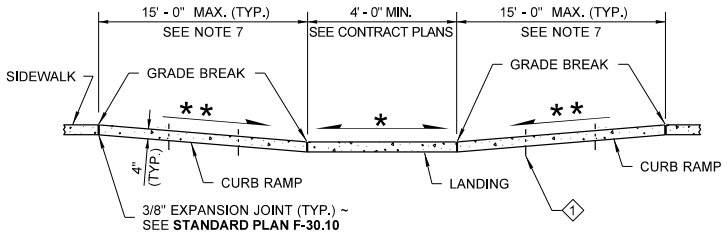
PLAN VIEW
TYPE PARALLEL B

DRAWN BY: FERN LIDDELL

① CONTRACTION JOINT (TYP.) ~ SEE **STANDARD PLAN F-30.1** FOR CURB RAMP LENGTHS GREATER THAN 8' - 0"PROVIDE CONTRACTION JOINT EQUALLY SPACED 4' - 0" MIN. OC.

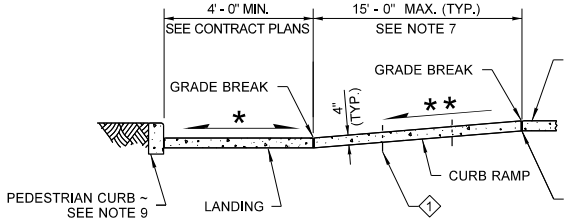


SECTION (A)



SECTION (B)

(ALONG INSIDE RADIUS AT BACK OF WALKWAY)



SECTION (C)

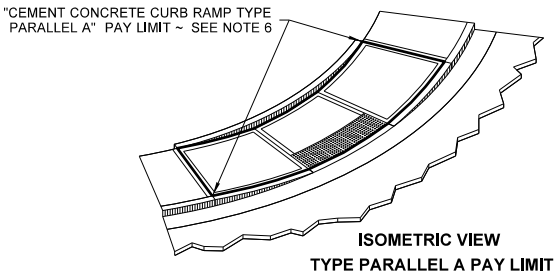
(ALONG INSIDE RADIUS AT BACK OF WALKWAY)

NOTES

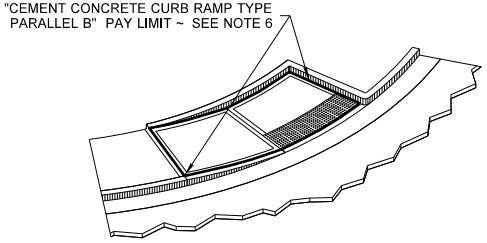
1. At marked crosswalks, the connection between the landing and the roadway must be contained within the width of the crosswalk markings.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
3. Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing, or in the Depressed Curb and Gutter where the Landing connects to the roadway.
4. See Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb, Curb and Gutter, Depressed Curb and Gutter, and Pedestrian Curb details.
5. See **Standard Plan F-30.10** for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
6. The Bid Item "Cement Concrete Curb Ramp Type __" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
7. The Curb Ramp length is not required to exceed 15 feet (unless otherwise shown in the Contract Plans). When applying the 15-foot max. length, the running slope of the curb ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk over a horizontal distance of 15 feet. Do not include abutting landing(s) in the15-foot max. measurement. When a ramp is constructed on a radius, the 15-foot max. length is measured on the inside radius along the back of the walkway.
8. Curb Ramps and Landings shall receive a broom finish. See **Standard Specifications 8-14.**
9. Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will be no material to retain.

LEGEND

◁▷	SLOPE IN EITHER DIRECTION
*	1.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)
**	7.5% OR FLATTER RECOMMENDED FOR DESIGN/ FORMWORK (8.3% MAX.) ~ SEE NOTE 7



ISOMETRIC VIEW
TYPE PARALLEL A PAY LIMIT



ISOMETRIC VIEW
TYPE PARALLEL B PAY LIMIT

R. SCOTT ZELLER
STATE OF WASHINGTON
28680
REGISTERED
PROFESSIONAL ENGINEER

PARALLEL CURB RAMP

STANDARD PLAN F-40.12-03

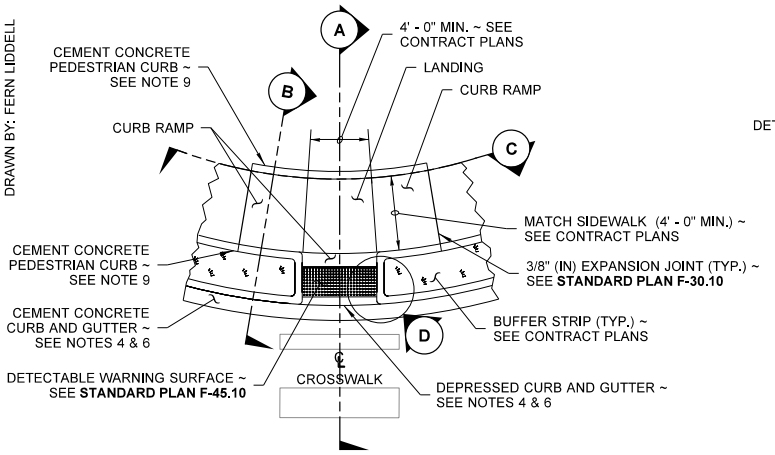
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

Washington State Department of Transportation

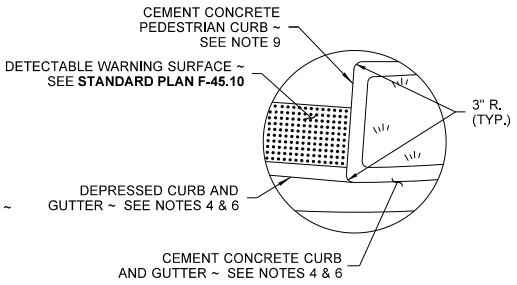
DRAWN BY: FERN LIDDELL



PLAN VIEW

TYPE COMBINATION

WITH BUFFER

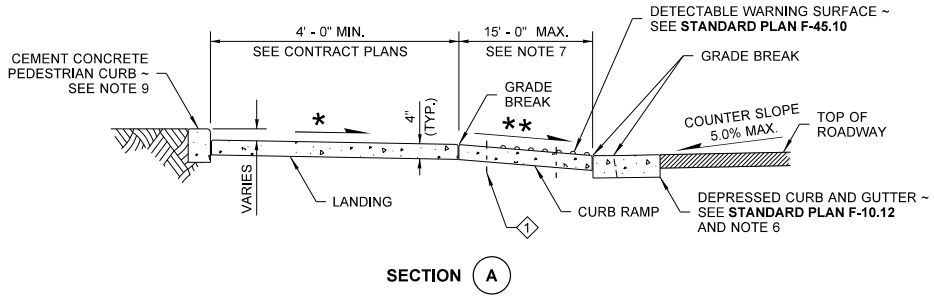


DETAIL (D)

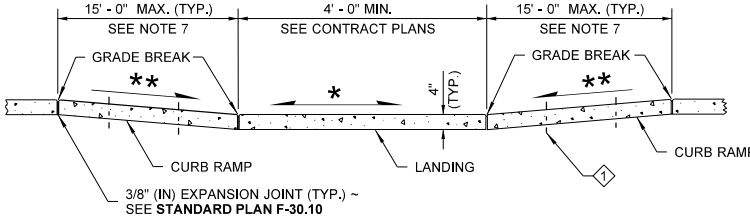
CURB RADIUS DETAIL

NOTES

1. At marked crosswalks, the connection between the curb ramp and the roadway must be contained within the width of the crosswalk markings.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
3. Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing, or in the Depressed Curb and Gutter where the landing connects to the roadway.
4. See Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb, Curb and Gutter, Depressed Curb, Gutter and Pedestrian Curb details.
5. See **Standard Plan F-30.10** for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
6. The Bid Item "Cement Concrete Curb Ramp Type __" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
7. The Curb Ramp length is not required to exceed 15 feet (unless otherwise shown in the Contract Plans). When applying the 15-foot max. length, the running slope of the curb ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk over a horizontal distance of 15 feet. Do not included the abutting landing in the 15-foot max. measurement. When a ramp is constructed on a radius, the 15-foot max. length is measured on the inside radius along the back of the walkway.
8. Curb Ramps and Landings shall receive a broom finish. See **Standard Specifications 8-14.**
9. Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will not be material to retain.



SECTION (A)



SECTION (C)

(ALONG INSIDE RADIUS AT BACK OF WALKWAY)

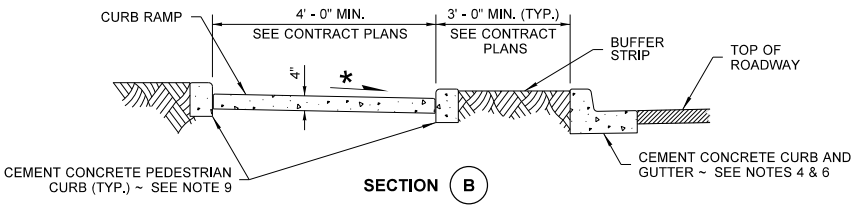
LEGEND

SLOPE IN EITHER DIRECTION

* 1.5 OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)

** 7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.)

1 CONTRACTION JOINT (TYP.) ~ SEE **STANDARD PLAN F-30.10** FOR CURB RAMP LENGTHS GREATER THAN 8' - 0" PROVIDE CONTRACTION JOINT EQUALLY SPACED 4' - 0" MIN. OC.



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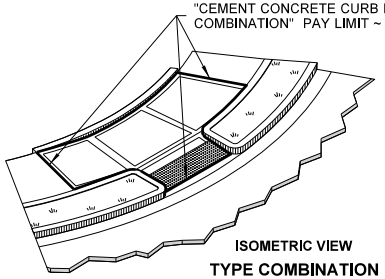


ISOMETRIC VIEW

TYPE COMBINATION PAY LIMIT

R. SCOTT ZELLER
STATE OF WASHINGTON
28680
REGISTERED
PROFESSIONAL ENGINEER

COMBINATION CURB RAMP

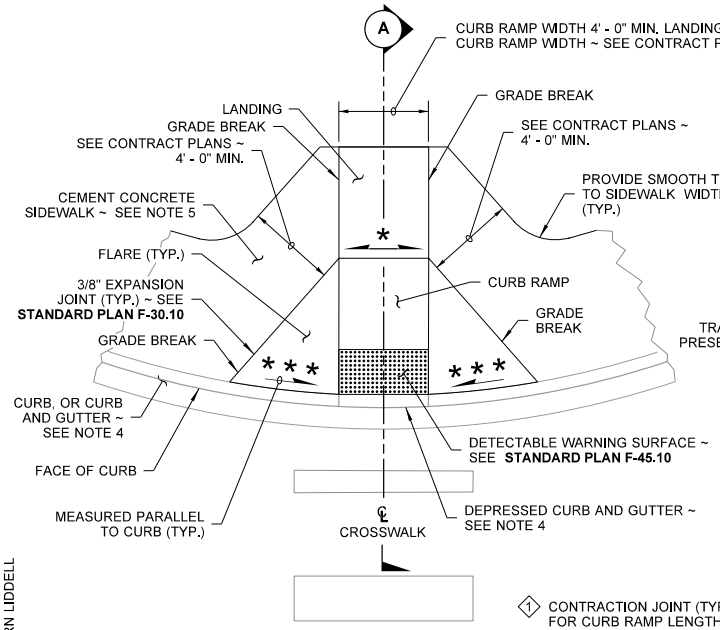
STANDARD PLAN F-40.14-03

SHEET 1 OF 1 SHEET

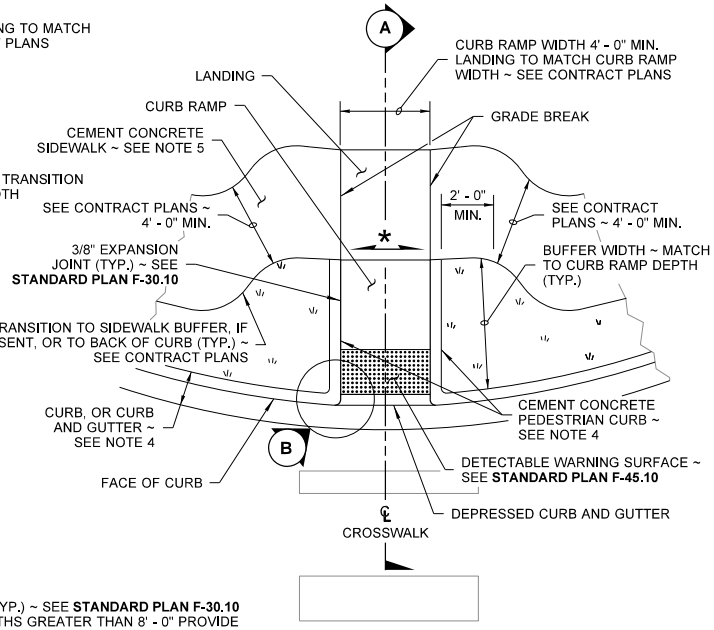
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

Washington State Department of Transportation

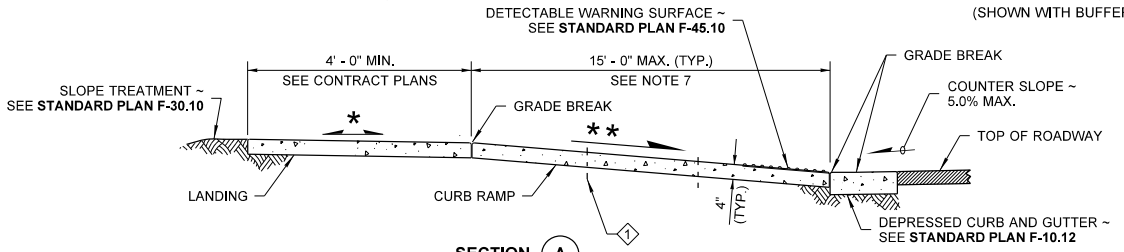


PLAN VIEW
TYPE PERPENDICULAR A

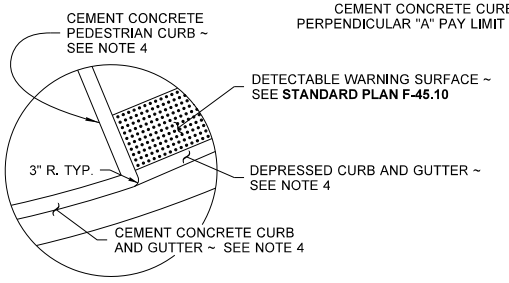


PLAN VIEW
TYPE PERPENDICULAR B
(SHOWN WITH BUFFER)

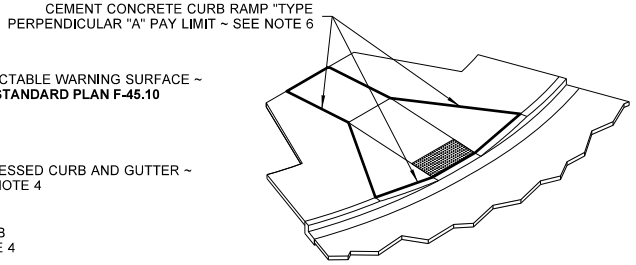
① CONTRACTION JOINT (TYP.) ~ SEE **STANDARD PLAN F-30.10** FOR CURB RAMP LENGTHS GREATER THAN 8' - 0" PROVIDE CONTRACTION JOINT EQUALLY SPACED 4' - 0" MIN. OC.



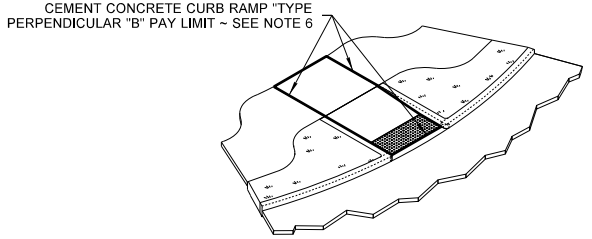
SECTION (A)



CURB RADIUS DETAIL (B)



ISOMETRIC VIEW
TYPE PERPENDICULAR A PAY LIMIT



ISOMETRIC VIEW
TYPE PERPENDICULAR B PAY LIMIT

NOTES

1. At marked crosswalks, the connection between the curb ramp and the roadway must be contained within the width of the crosswalk markings.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
3. Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing, or in front of the Curb Ramp where it connects to the roadway.
4. See Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb, Curb and Gutter, Depressed Curb and Gutter, and Pedestrian Curb details.
5. See **Standard Plan F-30.10** for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
6. The Bid Item "Cement Concrete Curb Ramp Type __" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
7. The Curb Ramp length is not required to exceed 15 feet (unless shown otherwise in the Contract Plans). When applying the 15-foot max. length, the running slope of the Curb Ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the landing over a horizontal distance of 15 feet. Do not include the abutting landing in the 15-foot max. measurement.
8. Curb Ramps and Landings shall receive a broom finish. See **Standard Specifications 8-14.**
9. Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will not be material to retain.

LEGEND

⟷	SLOPE IN EITHER DIRECTION
*	1.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)
* *	7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.)
* * *	9.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (10% MAX.)

DRAWN BY: FERN LIDDELL

R. SCOTT ZELLER — STATE OF WASHINGTON — 28680 — REGISTERED PROFESSIONAL ENGINEER

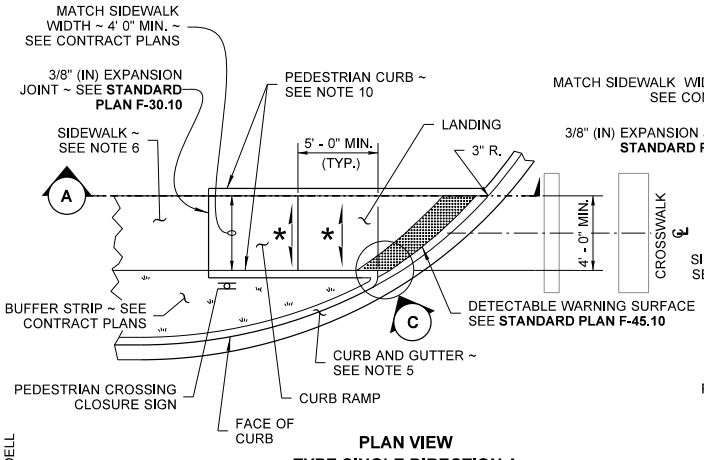
Digitally signed by R. Scott Zeller
Date: 2020.09.22 13:23:53 -07'00'

PERPENDICULAR CURB RAMP

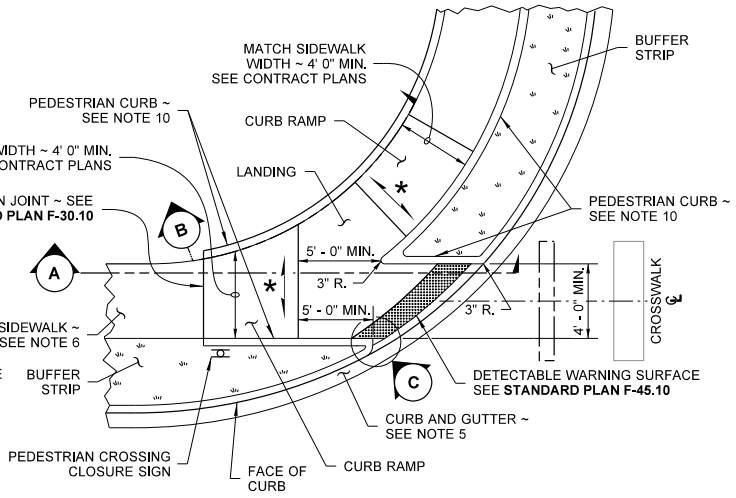
STANDARD PLAN F-40.15-04

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Date: 2020.09.25 14:44:37 -07'00'
STATE DESIGN ENGINEER
Washington State Department of Transportation

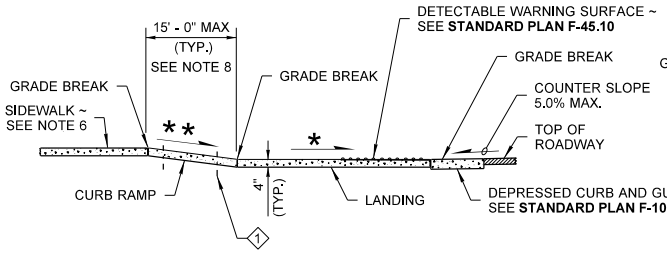


PLAN VIEW
TYPE SINGLE DIRECTION A

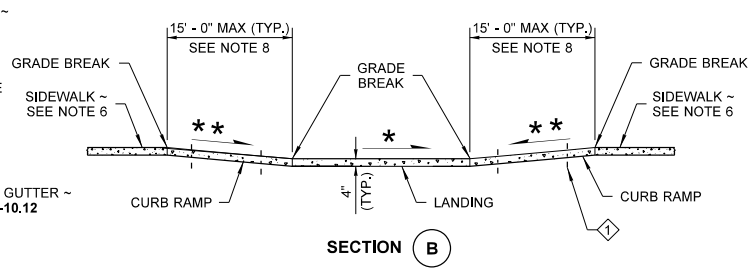


PLAN VIEW
TYPE SINGLE DIRECTION B

DRAWN BY: FERN LIDDELL



SECTION (A)



SECTION (B)

(1) CONTRACTION JOINT (TYP.) ~ SEE **STANDARD PLAN F-30.10** FOR CURB RAMP LENGTHS GREATER THAN 8' - 0" PROVIDE CONTRACTION JOINT EQUALLY SPACED 4' - 0" MIN. OC.

(ALONG INSIDE RADIUS AT BACK OF WALKWAY)

NOTES

1. This plan is to be used where pedestrian crossing in one direction is not permitted.
2. At marked crosswalks, the connection between the Landing and the roadway must be contained within the width of the crosswalk markings.
3. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
4. Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing or in the Depressed Curb and Gutter where the Landing connects to the roadway.
5. See Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb, Curb and Gutter, Depressed Curb, Gutter and Pedestrian Curb details.
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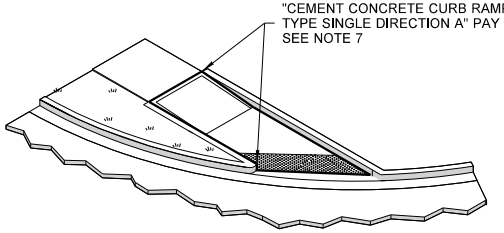
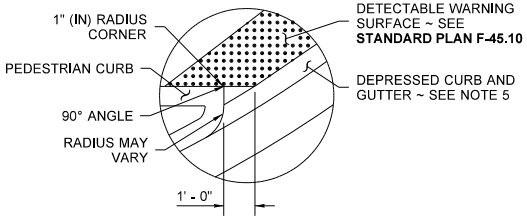
7. The Bid Item "Cement Concrete Curb Ramp Type __" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
8. The Curb Ramp length is not required to exceed 15 feet (unless shown otherwise in the Contract Plans). When applying the 15-foot max. length (measured from back of sidewalk) the running slope of the curb ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk over a horizontal distance of 15 feet.
9. Curb Ramps and Landings shall receive a broom finish. See **Standard Specifications 8-14.**
10. Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will not be material to retain.

LEGEND

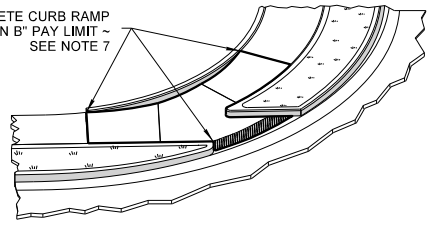
⟷	SLOPE IN EITHER DIRECTION
*	1.5 OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)
**	7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.) SEE NOTE 7



ISOMETRIC VIEW
TYPE SINGLE DIRECTION A
PAY LIMIT



DETAIL (C)



ISOMETRIC VIEW
TYPE SINGLE DIRECTION B
PAY LIMIT

R. SCOTT ZELLER
STATE OF WASHINGTON
28680
REGISTERED
PROFESSIONAL ENGINEER

SINGLE DIRECTION CURB RAMP

STANDARD PLAN F-40.16-03

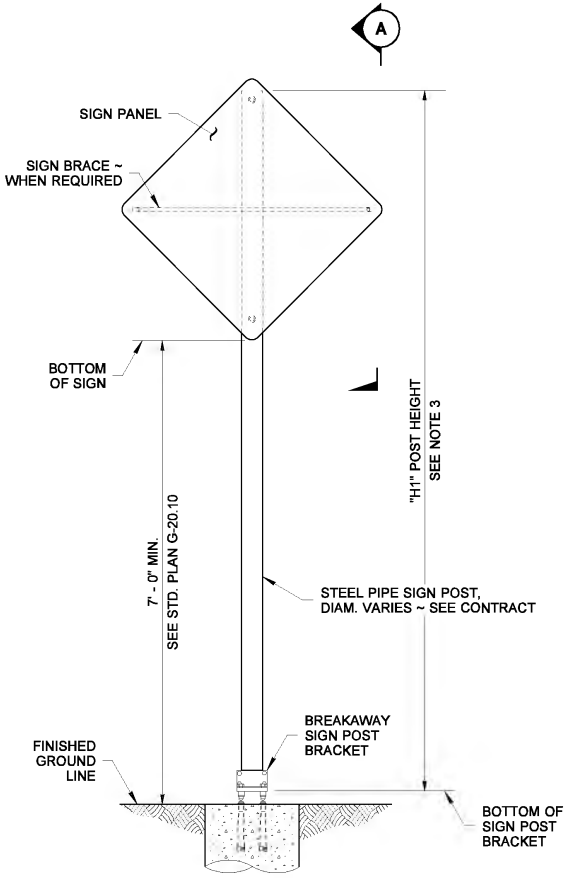
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

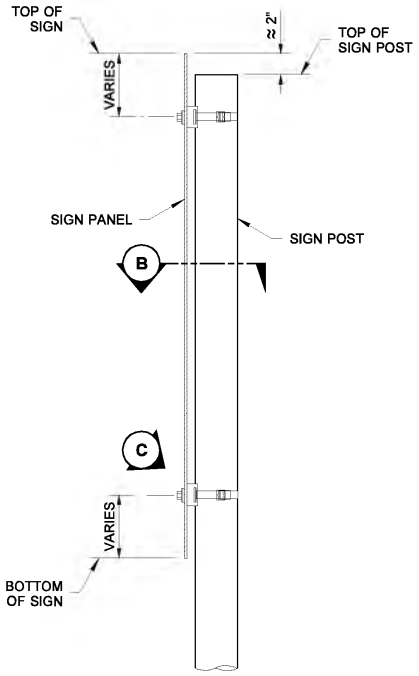
STATE DESIGN ENGINEER

Washington State Department of Transportation

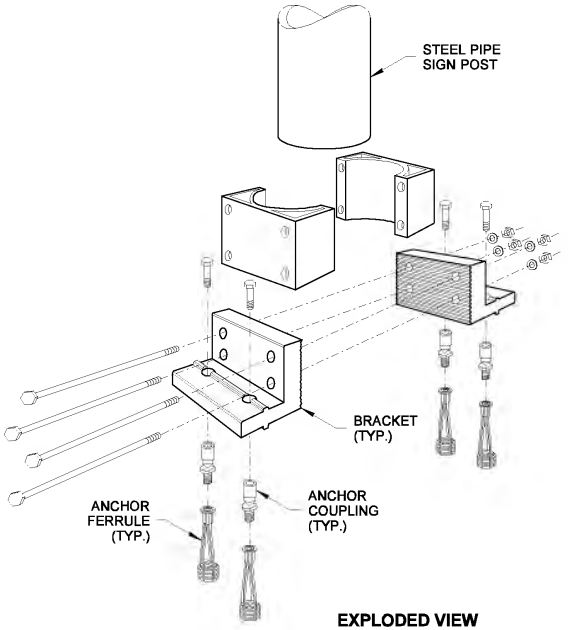
DRAWN BY: LISA CYFORD



ELEVATION



VIEW (A)

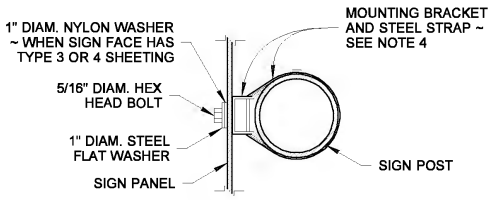


EXPLODED VIEW

BREAKAWAY SIGN BRACKET ASSEMBLY

NOTES

1. Dimensions for the parts used to assemble the base connections are intentionally not shown. Base connections are patented, manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are only shown on this plan to illustrate how the parts are assembled.
2. For Steel Sign Support Foundation, see Standard Plan G-25.10.
3. For "H1" refer to the Sign Specification Sheet in the Contract.
4. Mounting brackets with steel straps shall be the stainless steel one bolt, flared leg bracket and 3/4" wide, 0.030" thick strap "Band-it" products or an approved equal.



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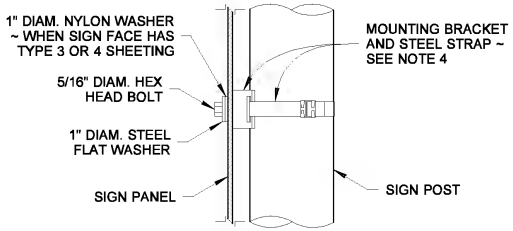

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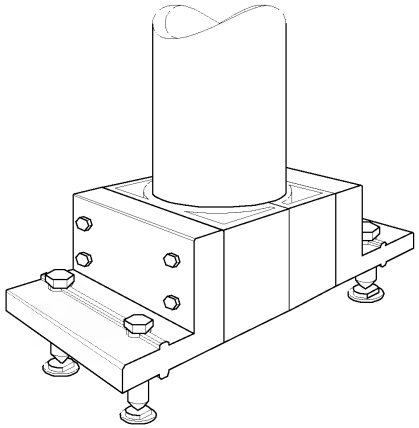


PERSPECTIVE VIEW

BREAKAWAY SIGN BRACKET ASSEMBLY

THEODORE J. TREPANIER
STATE OF WASHINGTON
25335
REGISTERED
PROFESSIONAL ENGINEER

EXPIRES AUGUST 9, 2009

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

STEEL SIGN SUPPORT TYPE AP INSTALLATION DETAILS STANDARD PLAN G-24.10-00

SHEET 1 OF 1 SHEET

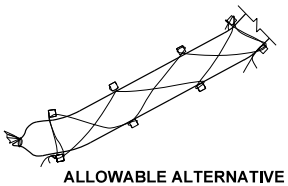
APPROVED FOR PUBLICATION

Pasco Bakotich III — STATE DESIGN ENGINEER

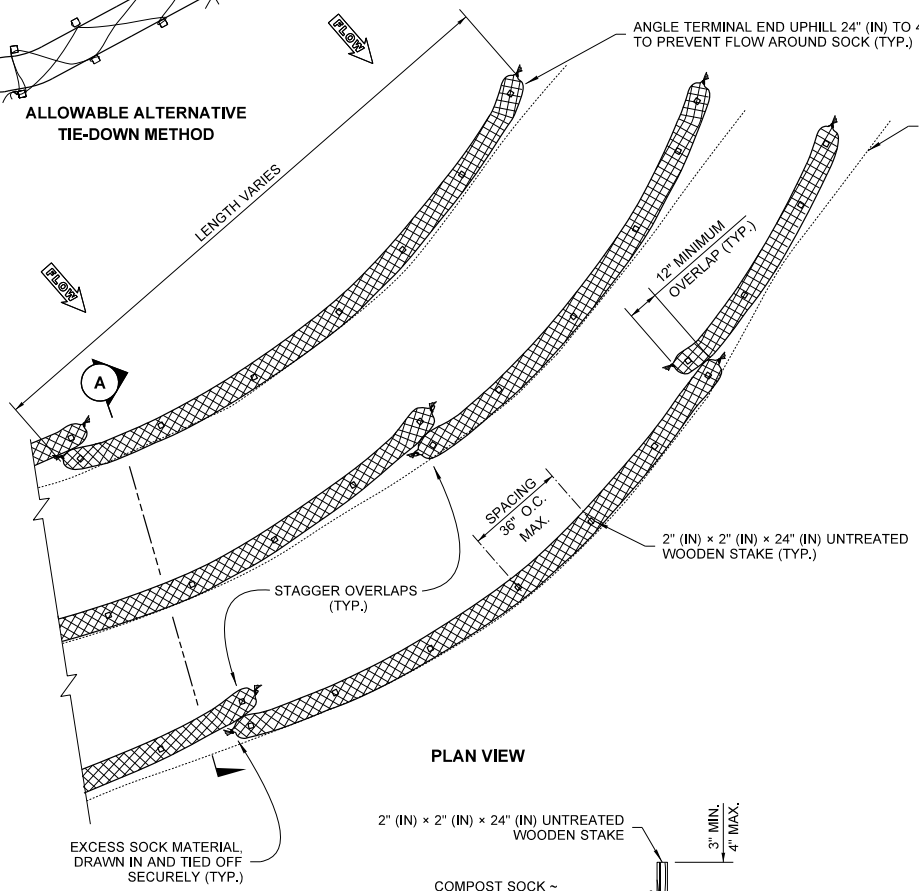
11-8-07 — DATE

Washington State Department of Transportation

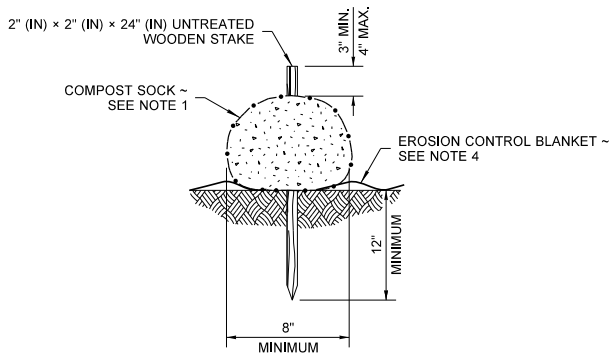
DRAWN BY: FERN LIDDELL



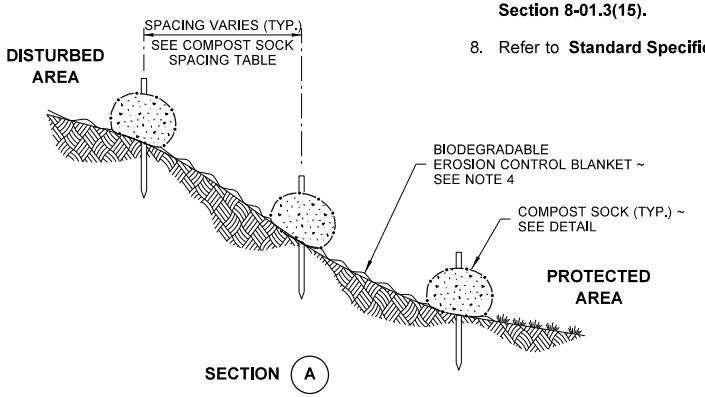
ALLOWABLE ALTERNATIVE
TIE-DOWN METHOD



PLAN VIEW



COMPOST SOCK DETAIL



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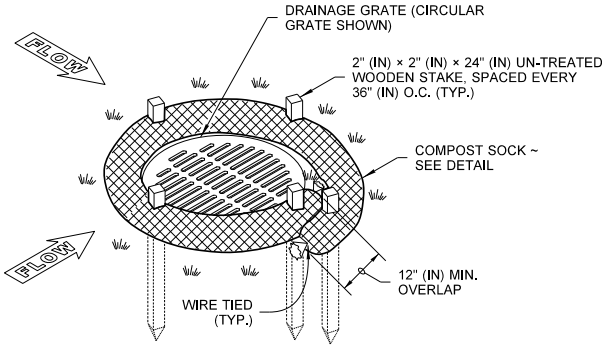


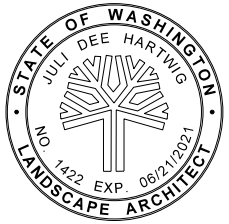
ISOMETRIC VIEW

CATCH BASIN INSTALLATION

8" DIAMETER MINIMUM COMPOST SOCK SPACING TABLE	
SLOPE	MAXIMUM SPACING
1H : 1V	5' - 0"
2H : 1V	10' - 0"
3H : 1V	15' - 0"
4H : 1V	20' - 0"

NOTES

1. Compost Sock shall be in accordance with **Standard Specification, Section 9-14.5(6).**
2. Securely knot each end of Compost Sock. Overlap adjacent Compost Sock ends 12" (in) behind one another and securley tie together.
3. Compost to be dispersed on site as determined by the Engineer, when vegetation covers the surface.
4. If Erosion Control Blanket is specified, place Compost Sock on top of blanket. See **Standard Plan I-60.10.**
5. Install Compost Sock perpendicular to flow along contours.
6. Remove sediment from the up slope side of the Compost Sock when accumulation has reached 1/2 of the effective height of the Compost Sock without compromising the intended function of the Compost Sock per **Standard Specification, section 8-01.3(12)** as determined by the Engineer.
7. Perform maintenance in accordance with **Standard Specification, Section 8-01.3(15).**
8. Refer to **Standard Specification, Section 8-01.3(16)** for removal.



COMPOST SOCK

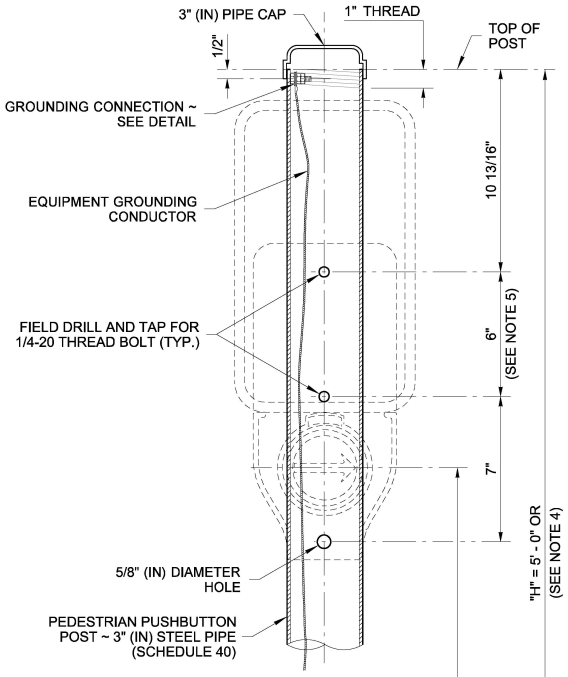
STANDARD PLAN I-30.40-02

SHEET 1 OF 1 SHEET

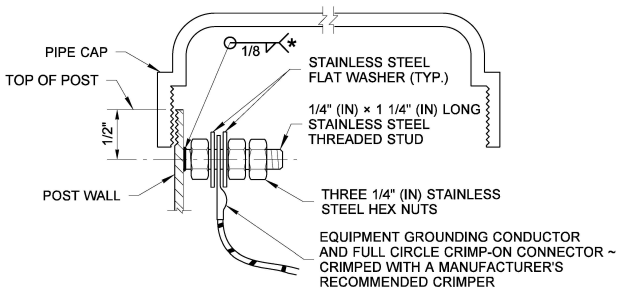
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

Washington State Department of Transportation



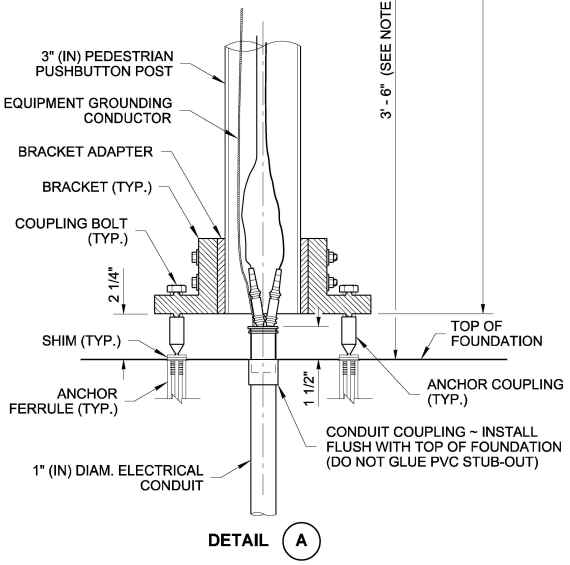
POST DETAIL



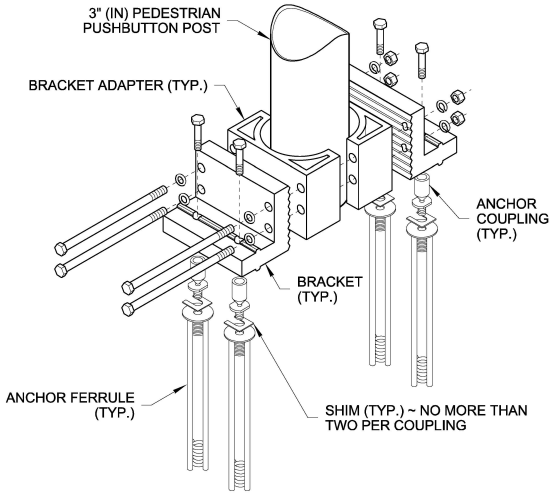
GROUNDING CONNECTION DETAIL

* WELD STUD TO POLE WALL TO MAXIMUM EXTENT POSSIBLE ~ 1/2" (IN) MINIMUM WELD

CONFIGURATIONS VARY AMONG DIFFERENT MANUFACTURERS (SHOWN EXPLODED FOR CLARITY)



DETAIL (A)



EXPLODED VIEW

BREAKAWAY BASE CONNECTOR

(SEE NOTE 1)

NOTES:

1. See **Standard Specification Section 9-06.16** for Breakaway Base Connection details. Dimensions for the parts used to assemble the base connections are intentionally not shown. Base connections are patented manufactured products that are in compliance with NCHRP 350 crash test criteria. The Breakaway Base Connection details are only shown on this plan to illustrate how parts are assembled.
2. See **Standard Plan J-20.26** for Accessible Pedestrian Pushbutton (APS) details; Audible Information Device (AID) pedestrian pushbutton similar.
3. Secure conductor in adjacent Junction Box per detail in **Standard Plan J-28.70**.
4. Where shown in the plans, install plaque (R10-32P) "PUSH BUTTON FOR 2 SECONDS FOR EXTRA CROSSING TIME" above the Accessible Pedestrian Signal (APS) assembly. Add 14" (in) to post height to accommodate plaque and leave a 2" (in) space between signs.
5. Mounting distances vary between manufacturers. See manufacturer's recommendations for mounting information.
6. Junction Box serving the Standard shall preferably be located 5' - 0" (10' - 0" Max.) from the Standard.
7. Two button installation may require adaptor(s) or extension(s).
8. Pushbutton height is measured from the walking surface to the center of the actual pushbutton circle.

Jun 20, 2024

PEDESTRIAN PUSHBUTTON (PPB) POST AND FOUNDATION

STANDARD PLAN J-20.15-04

SHEET 1 OF 2 SHEETS

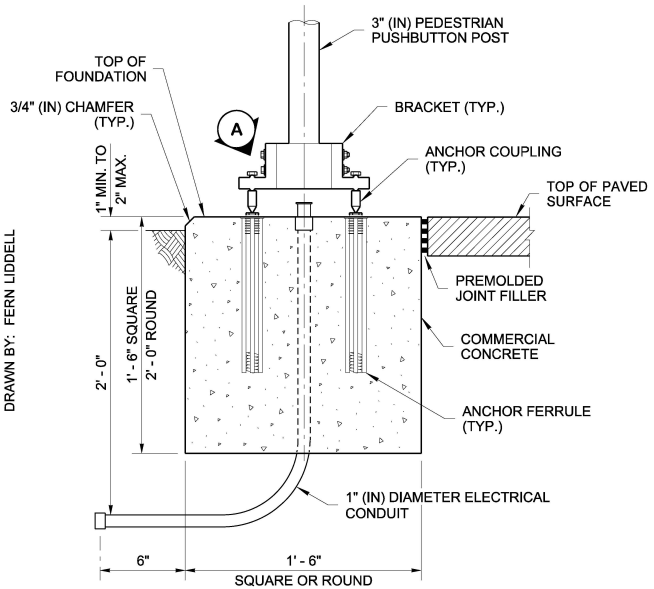
APPROVED FOR PUBLICATION

Mark A Bowies Jun 21, 2024

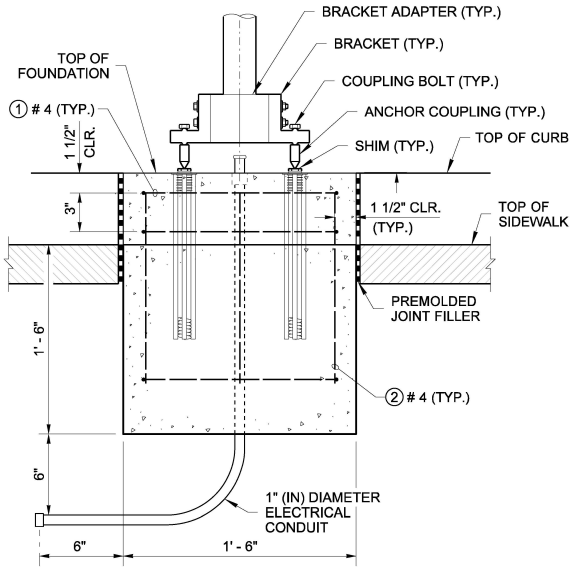
STATE DESIGN ENGINEER

Washington State Department of Transportation

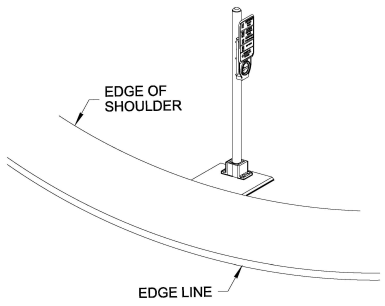
DRAWN BY: FERN LIDDELL



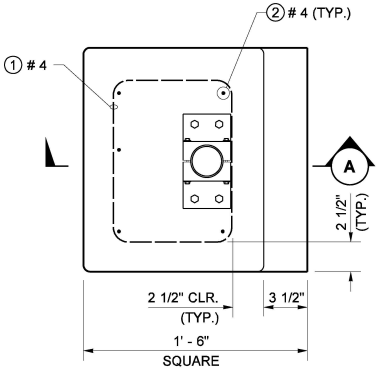
FLAT FOUNDATION DETAIL ELEVATION VIEW



CURB FOUNDATION DETAIL ELEVATION VIEW



FLAT FOUNDATION PERSPECTIVE VIEW

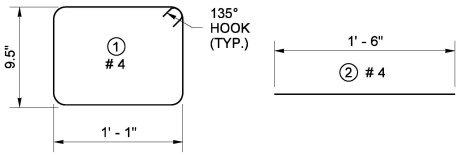


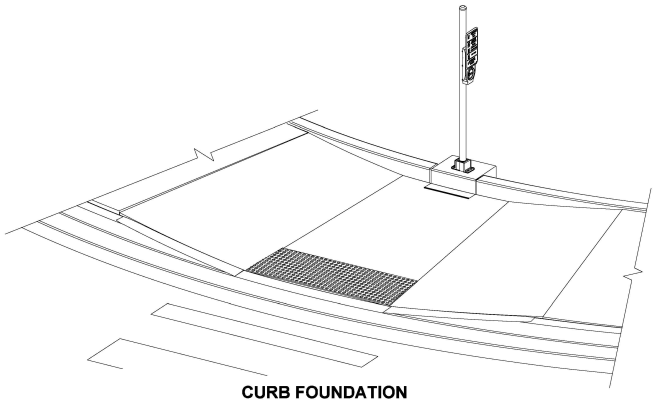
CURB FOUNDATION PLAN VIEW

REINFORCING STEEL BENDING DIAGRAM

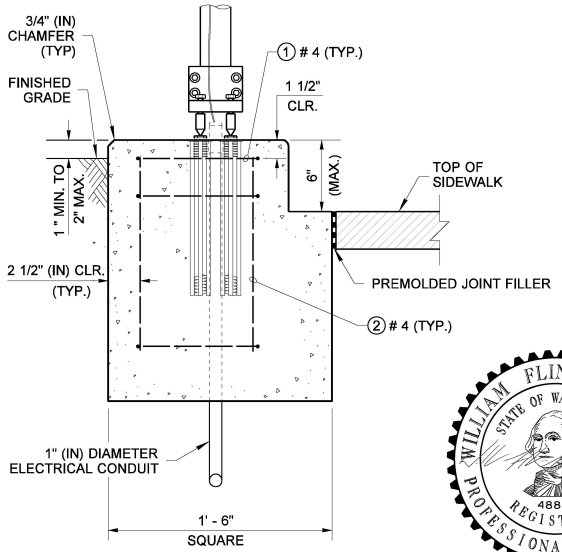
DIMENSIONS ARE OUT TO OUT

SEE **STD. SPEC. SECTN. 9-07.1(2)** FOR BENDING DIAMETERS





CURB FOUNDATION PERSPECTIVE VIEW
(SKIRT NOT SHOWN)



SECTION (A)

Jun 20, 2024

PEDESTRIAN PUSHBUTTON (PPB) POST AND FOUNDATION STANDARD PLAN J-20.15-04

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

Mark A Dains Jun 21, 2024

STATE DESIGN ENGINEER

Washington State Department of Transportation

Appendix C

Permits

CITY OF KIRKLAND
Planning and Building Department
123 5th Avenue, Kirkland, WA 98033
425.587.3600 - www.kirklandwa.gov

ADVISORY REPORT
FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS

To: Adam Weinstein, AICP, Planning and Building Director

From: Kelly Wilkinson, AICP, Project Planner

Date: November 20, 2024

File: SAR24-00207: CRITICAL AREA PERMIT FOR MARKET ST/98th AVE NE PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT

Table of Contents

I. INTRODUCTION

A. APPLICATION

1. Applicant: City of Kirkland CIP Division, in care of Cody Antos
2. Site Location: Juanita Neighborhood, 98th Avenue NE rights-of-way between NE 112th Street and Forbes Creek Drive.
3. Request: The City of Kirkland CIP Division is requesting a Public Agency Exception for pedestrian improvement activities associated with the Market St/98th Ave NE pedestrian/bicycle improvement project (see Attachment 1 – Plan Set). Installation of the sidewalk along 98th Ave NE is proposed within a wetland buffer, necessitating the requested Public Agency Exception. The work is part of the City of Kirkland's Safer Routes to Schools Action Plan.
4. Review Process: Planning and Building Director Decision
5. Summary of Key Issues and Conclusions: One wetland and one stream are adjacent to the project area along 98th Ave NE where a new sidewalk is proposed on the east side of the right-of-way. Installation of sidewalk in this location would conflict with the wetland buffer standards of the Kirkland Zoning Code (KZC).

B. RECOMMENDATION

Based on Statements of Fact and Conclusions (Section II), and Attachments in this report, I recommend approval of this application subject to the following conditions:

1. As part of the application for a land surface modification (LSM) permit, the applicant shall submit a plan set, stating that restoration of temporary disturbance areas associated with the work will be restored to pre-project conditions or better and expeditiously done. See Conclusion II.C.2.b.2.
2. Prior to issuance of a land surface modification permit or building permit, the applicant shall demonstrate the purchase of 1,560 square feet of Advanced Mitigation Program (AMP) credits. See Conclusion II.C.3.b.2.
3. As part of the application for the LSM, the applicant shall submit a plan set showing split rail fencing and signage along the sidewalk edge in accordance with KZC 90.190. The permanent signage shall be attached to the fence and state that the protected critical area and buffer must not be disturbed other than what is necessary for maintenance of vegetation. See Conclusion II.C.2.b.3.
4. This application is subject to the applicable requirements contained in the Kirkland Municipal Code, Zoning Code, and Building and Fire Code. It is the responsibility of the applicant to ensure compliance with the various provisions contained in these ordinances. Attachment 4, Development Standards, is provided in this report to familiarize the applicant with some of the additional development regulations. This attachment does not include all the additional regulations. When a condition of approval conflicts with a development regulation in Attachment 4, the condition of approval shall be followed (see Conclusion II.D.2).

II. FINDINGS OF FACT AND CONCLUSIONS

A. SITE DESCRIPTION

1. Site Development:
   a. Facts:
      (1) The applicant has proposed development activities along the 98th

Ave/Market St corridor. The activities include improvements to streets and intersections for pedestrians and people riding bicycles (see Attachment 1).

(2) Kirkland Zoning Code (KZC) sections 90.15 – Applicability and 90.25 – Regulated Activities establish that the regulations within Chapter 90 apply to development activities within lands of the City of Kirkland that include wetlands, streams, and their associated buffers.

(3) The project consultant, Otak, provided a critical area report originally dated March 12th, 2024 and revised September 11th, 2024. The report delineates one wetland (Wetland A) and one stream (Forbes Creek) (see Attachment 2). The right-of-way along 98th Ave NE is encumbered by a wetland, stream and associated buffers.

(4) The Critical Area Report was reviewed by the City's Consultant, Facet, who agreed with the wetland and stream delineation and rating (see Attachment 3).

(5) Wetland A is a Category II wetland with a 225-foot standard buffer (see Attachment 2 and 3). Portions of the City's Advanced Mitigation Program (AMP) are within this wetland's buffer.

(6) Forbes Creek is a Type F stream with a 100-foot standard buffer. Forbes Creek is within the boundary of Wetland A. The stream and associated buffer are not shown on the site plan because Wetland A and its buffer are more encumbering (see Attachment 2 and 3).

(7) A new sidewalk is proposed within the buffers of Wetland A and Forbes Creek (see Attachment 1).

b. Conclusion: The wetland buffer of Wetland A and stream buffer of Forbes Creek are constraining factors on the proposed development.

B. STATE ENVIRONMENTAL POLICY ACT (SEPA)

1. Fact: This project is exempt from environmental review through the SEPA process. WAC 197-11-800.2.d exempts the construction or installation of minor road and street improvements by any agency.

2. Conclusion: The City has satisfied all procedural requirements for SEPA.

C. APPROVAL CRITERIA

1. EXEMPTIONS TO CRITICAL AREA PROVISIONS

a. Facts:

(1) KZC 90.35 establishes activities, improvements and uses that: have little or no environmental impact; are temporary in nature; or are an emergency and are therefore exempt from the provisions of KZC 90.40 through 90.225. Exemptions include repair, maintenance, reconstruction, and minor expansion of existing public streets (see KZC 90.35.2).

(2) Within the buffers for Forbes Creek and Wetland A, the applicant

proposes replacing impervious surfaces along the east edge of 98th Ave NE (see Attachment 1).

b. Conclusions:

(1) Pursuant to KZC 90.35.2, repair of an existing road within the buffers of streams and wetlands qualifies for an exemption to the provisions of KZC 90.40 through 90.225.

(2) The applicant should acknowledge that an exemption does not grant them permission to degrade a critical area or ignore risk from natural hazards. Impacts to the critical areas and their buffers within this work area must be avoided to the maximum extent feasible. Any temporary damage to, or alteration of, a critical area or buffer should be restored, rehabilitated, or replaced to prior condition or better at the responsible party's expense.

2. PERMITTED ACTIVITIES

a. Facts**:**

(1) KZC 90.40 establishes activities, improvements and uses that are subject to specific approval and development standards. This includes temporary construction impacts to wetland and stream buffers (see KZC 90.40.6.k).

(2) The project proposes 1,760 square feet of temporary construction impacts within the buffers of Wetland A and Forbes Creek.

(3) Pursuant to KZC 90.40.3, the Planning Official may approve a permitted activity or use if it is determined that:

(a) There is no practical alternative location with less adverse impact on the critical area or its buffer based on a critical area report and mitigation sequencing pursuant to KZC 90.145;

Staff Response: The constraint of the existing 98th Ave NE ROW inherently limits options for new pedestrian improvements along this road. The applicant submitted a critical area report, dated September 11th 2024 by Otak (see Attachment 2). The report addresses the mitigation sequencing criteria (see the landscape plan in Attachment 1).

(b) The mitigation plan pursuant to KZC 90.145 sufficiently mitigates impacts; and

Staff Response: The Applicant proposes 1,760 square feet of temporary work within the wetland buffer. Once work has completed, the area will be replanted with a mix of native herbaceous ground mix.

(c) The project plans meet the general and specific standards in subsections (5) and (6) of KZC 90.40.

Staff Response: The proposal has met the standards in section 5 and 6. See subsection II.C.2.a.4 below.

(4) Pursuant to KZC 90.40.5 application for permitted activities, improvements or uses identified in this section shall demonstrate that they meet the following standards except as noted in

subsection (6) of said section.

(a) General mitigation requirements including mitigation sequencing pursuant to KZC 90.145;

Staff Response: See response in subsection II.C.3.a.3.c below.

(b) If located in a wetland or wetland buffer, requirements for wetland compensatory mitigation, pursuant to KZC 90.150;

Staff Response: The permitted activity is temporary construction work within the wetland buffer. The Applicant is proposing replanting the area to better than pre-project conditions, once the work has finished.

(c) Implement a mitigation plan pursuant to KZC 90.145 and/or KZC 90.150;

Staff Response: *The Applicant is proposing mitigation through the Advanced Mitigation Program (AMP) for this project.*

(d) If located in a fish or wildlife habitat conservation area, requirements of KZC 90.95;

Staff Response: Forbes Creek is documented to contain coho, sockeye, and cutthroat trout. None of those species are state or federally designated endangered, threatened, or sensitive species, under KZC 90.95.2. The project area is not within a fish or wildlife habitat conservation area (see Attachment 2).

(e) Monitoring and maintenance requirements pursuant to KZC 90.160;

Staff Response: Per KZC 90.40.6.k, temporary construction work within wetland buffers requires full restoration of the buffer area to preconstruction conditions immediately following completion of construction. No maintenance or monitoring is required.

(f) Financial security requirements pursuant to KZC 90.165;

Staff Response: Financial security requirements are waived for local government bodies, per KZC 90.165.1.b.

(g) Critical area markers, fencing and signage requirements pursuant to KZC 90.190;

Staff Response: The Applicant is proposing split rail fencing a few feet from the edge of the sidewalk (see Attachment 1). Permanent signage shall be attached to the fence stating that the protected critical area and buffer must not be disturbed other than necessary for maintenance of vegetation.

(h) Dedication of critical area and buffers requirements pursuant to KZC 90.210;

Staff Response: The work for this project is occurring entirely in the ROW, there is no real property in the project

area to dedicate.

(i) No adverse impact on water quality or conveyance or degradation of critical area functions and values;

Staff Response: Impacts to critical areas were addressed in the Project Impacts section of the Critical Area Report (see Attachment 2). The areas where new pavement is being installed is currently unvegetated compacted gravel. During construction, best management practices will be utilized to minimize impacts to wetlands, streams and their buffers.

(j) Structures and improvements located to minimize removal of significant trees; and

Staff Response: No tree removals are proposed.

(k) Restoration of temporary disturbance areas associated with the work to pre-project conditions or better shown on construction drawings and expeditiously done.

Staff Response: The project will be conditioned to require compliance with this standard.

b. Conclusions:

(1) The project meets the decisional criteria, standards, and provisions in KZC 90.40.

(2) The project construction plans should include a note that restoration of temporary disturbance areas associated with the work will be to pre-project conditions or better shown on construction drawings and expeditiously done.

(3) Critical area markers, permanent fencing and signage requirements will be required with this project.

3. PUBLIC AGENCY AND PUBLIC UTILITY EXCEPTIONS

a. Facts:

(1) The applicant proposes a new segment of sidewalk within the inner 75% of the buffer of Wetland A. The proposed improvements are not exempt under 90.35, nor do the improvements meet the standards as a permissible activity under 90.40.6.h, widening of public streets. As such, strict application of KZC 90 would prohibit the proposal, therefore a public agency exception is necessary. Public agency and public utility activities must be reviewed and decided upon by the Planning and Building Director pursuant to regulations within KZC 90.45.

(2) Pursuant to KZC 90.45.1, the Planning Official shall first determine that:

(a) The project scope cannot be approved under KZC 90.60 for wetland modifications; KZC 90.70 for stream modifications; KZC 90.85 for stream channel stabilization; and KZC 90.95 for wildlife habitat conservation areas; and

Staff Response: Wetland modification, stream modification and stream channel stabilization are not proposed with this project and would not provide a

compliant option for construction of the proposed improvements.

KZC 90.60 permits work within a wetland buffer as part of a wetland modification or buffer modification. Wetland A is not a category IV wetland and could not be modified per KZC 90.60.2 – Wetland modification. Work within the wetland buffer could not be approved within buffer averaging provisions because there is work within the inner 75% of the buffer, which would not be compliant with the would-be applicable standards. Work within the wetland buffer could not be approved using interrupted buffer provisions because there is no improvement interrupting the sidewalk from Wetland A.

KZC 90.85 allows for work within streams as part of stream channel stabilization. The project does not propose stream channel stabilization.

KZC 90.95 does not apply to this project because the project is not within a wildlife habitat conservation area.

(b) The project cannot meet the requirements under KZC 90.130 for vegetative buffer standards and KZC 90.140 for structure setbacks from critical area buffers; or any other provisions of KZC 90.

Staff Response: Over 1,000 square feet of net new impervious surfaces are proposed for installation with this project. Per KZC 90.130, a project of this size would require installation of a fully compliant vegetative buffer. The project is primarily confined to the ROW and vegetated buffer enhancement opportunities are limited. There is insufficient wetland and stream buffer area within the ROW to comply.

KZC 90.140 establishes structure setbacks from critical area buffers. This project is within a buffer and therefore cannot comply with the additional restriction imposed by structure setback requirements.

(3) Pursuant to KZC 90.45(3) the Planning and Building Director shall make a decision on the exemption request based on the following criteria:

(a) There is no other practical alternative to the proposed project with less impact on the critical areas or buffer;

Staff Response: 98th Ave NE is the only north-to-south road connection in the immediate area. To the west and east of 98th Ave NE are parks parcels encumbered by wetlands and streams. There are no alternative routes in the immediate area for pedestrian and bike connections For these reasons, there is no practical alternative for the proposed project with less impacts to critical areas. Additionally, these pedestrian improvements were identified in the City's Safer Routes to School Action Plan that was adopted in 2020.

(b) Strict application of this chapter would unreasonably

restrict or prohibit the ability to provide public utilities or public agency services to the public;

Staff Response: One of the goals of the Safer Routes to Schools Action Plan is filling gaps in the sidewalk network to make it safer to walk and bike to schools and bus stops. This project was identified as a high priority in the plan because it fills in a critical sidewalk gap on a principal arterial. Construction of the missing segment of sidewalk along the east side of 98th Ave NE would not be possible if application of KZC 90 was strictly followed, and thus would prevent the City from providing services typically expected of a public agency.

(c) The proposal minimizes impacts to the critical area or buffer through mitigation sequencing, and through type and location of mitigation, pursuant to KZC 90.145 and 90.150, if applicable, including such installation measures as locating facilities in previously disturbed areas, boring rather than trenching, and using pervious or other low impact materials; and

Staff Response: The Applicant is proposing 1,560 square feet of permanent impacts to the wetland and stream buffer. They are proposing mitigation through the AMP to satisfy the mitigation requirements of KZC 90.145 for this project. The project scope only involves lands within the ROW, so opportunities for mitigation are limited. The AMP site is adjacent to this project and appropriate for mitigating the permanent impacts. See Attachment 1 for the areas of impact and Attachment 2 for an analysis of mitigation sequencing.

(d) The proposal protects and/or enhances critical area and buffer functions and values, consistent with the best available science and with the objective of no net loss of critical area functions and values.

Staff Response: The area within the ROW that could be used for mitigation for permanent impacts is either being paved as a component of this project or planted to restore vegetation after temporary construction impacts. The applicant submitted a critical area study and mitigation plan, dated September 11th, 2024 by Otak (see Attachment 2). The study addresses impacts to critical area buffers and ecosystem benefits of mitigation use of the AMP.

b. Conclusions:

(1) The area needed for construction adjacent to Wetland A and Forbes Creek is the minimum necessary to install the sidewalk. There are no practical alternatives with less impacts to the buffer. Strict application of this chapter would unreasonably prohibit constructing sidewalk within the sidewalk gap on 98th Ave NE.

(2) The proposal qualifies for a Public Agency Exception and meets the decisional criteria and applicable standards in KZC 90.45, provided that, 1,560 square feet of AMP credits are purchased in

lieu of on-site mitigation for the permanent buffer impacts. Demonstration of compliance should be submitted as part of any permit application and confirmed prior to issuance of the land surface modification permit.

D. DEVELOPMENT STANDARDS

1. Fact: Additional comments and requirements placed on the project are found on the Development Standards, Attachment 4.

2. Conclusion: The applicant should follow the requirements set forth in Attachment 4.

III. APPEALS

The following is a summary of the deadlines and procedures for appeals. Any person wishing to file or respond to an appeal should contact the Planning Department for further procedural information.

Appeal to the Hearing Examiner:

Section 90.225 of the Zoning Code allows the Planning Director's decision to be appealed by the applicant or any person who submitted written comments or information to the Planning Director. A party who signed a petition may not appeal unless such party also submitted independent written comments or information. The appeal must be in writing and must be delivered, along with any fees set by ordinance, to the Planning Department by 5:00 p.m., December 4, 2024, fourteen (14) calendar days calendar days following the postmarked date of distribution of the Director's decision.

IV. LAPSE OF APPROVAL

Under KZC 90.225:

The applicant must begin construction or submit to the City a complete building permit application for the development activity, use of land or other actions approved under this chapter within five (5) years after the final approval of the City of Kirkland on the matter, or the decision becomes void; provided, however, that in the event judicial review is initiated per KZC 145.110, the running of the five (5) years is tolled for any period of time during which a court order in said judicial review proceeding prohibits the required development activity, use of land, or other actions.

The applicant must substantially complete construction for the development activity, use of land, or other actions approved under this chapter and complete the applicable conditions listed on the notice of decision within nine (9) years after the final approval on the matter, or the decision becomes void.

V. ATTACHMENTS

1. Plan Set
2. Critical Area Report, dated September 11, 2024, Otak
3. Critical Area Report Peer Review, dated July 2, 2024, Facet
4. Development Standards

VI. PARTIES OF RECORD

Planning and Building Department
Department of Public Works

Review by Planning and Building Director:

I concur [X] I do not concur [ ]

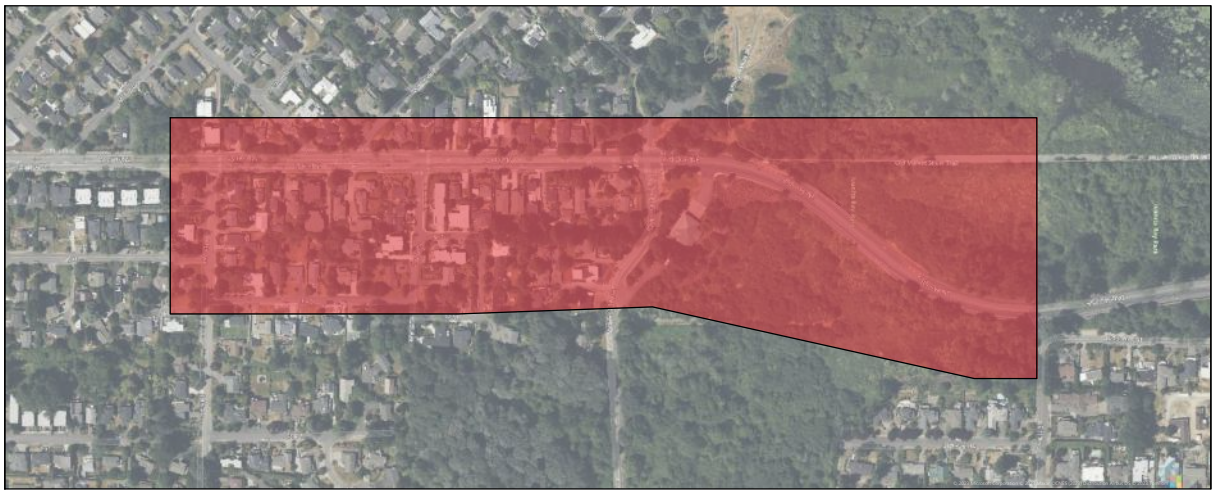
Comments: _____

11/19/24

Adam Weinstein, AICP, Planning and Building Director Date

Appendix D

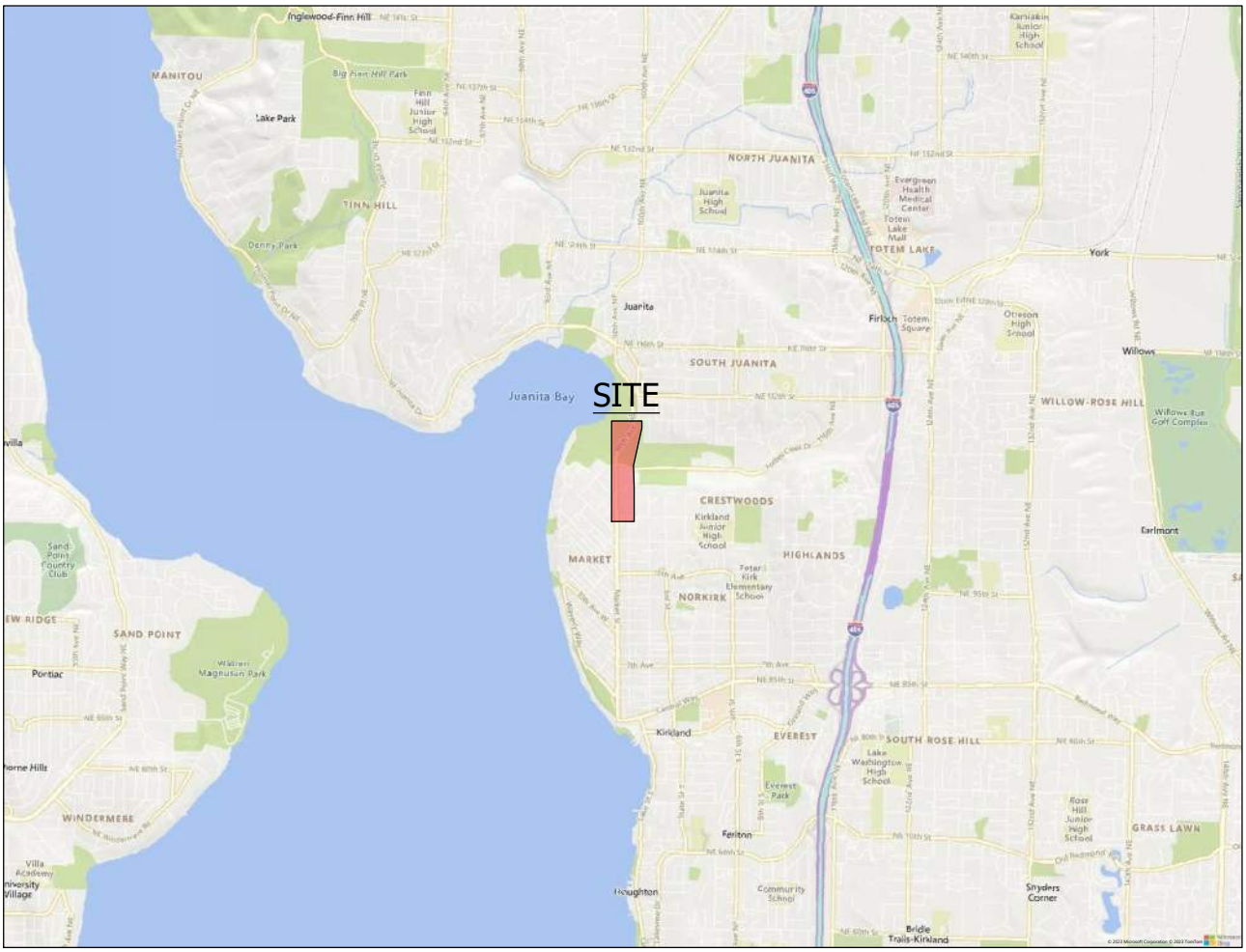
Geotechnical Report



SITE MAP

0 300' 600' 900' 1200'

SCALE: 1" = 600'



VICINITY MAP

0 2500' 5000' 7500' 10000'

SCALE: 1" = 5000'

GEOSCIENCES INC.
DBE/MWBE

SITE AND VICINITY MAP

MARKET STREET
98TH AVE SIDEWALK PROJECT
KIRKLAND, WASHINGTON

FIGURE NO.: 1

DRAWN BY: CF
CHECK BY: JTW

PROJECT # 2023-065-21

C:\USERS\CFRY\DESKTOP\2023-065-21 KIRKLAND MARKET ST - 98TH AVE SIDEWALK\2023-065-21 KIRKLAND MARKET ST - 98TH AVE SIDEWALK.DWG <1> Plotted: 8/25/2023 12:38 PM

EXPLORATION LEGEND

HH-1 HAND HOLE DESIGNATION AND APPROXIMATE LOCATION

MARKET STREET
Scale: 1" = 100'-0"

N

0 50 100 150 200

SCALE: 1" = 100'

BASE MAP PROVIDED BY: BING AND OTAK 01.04.2024

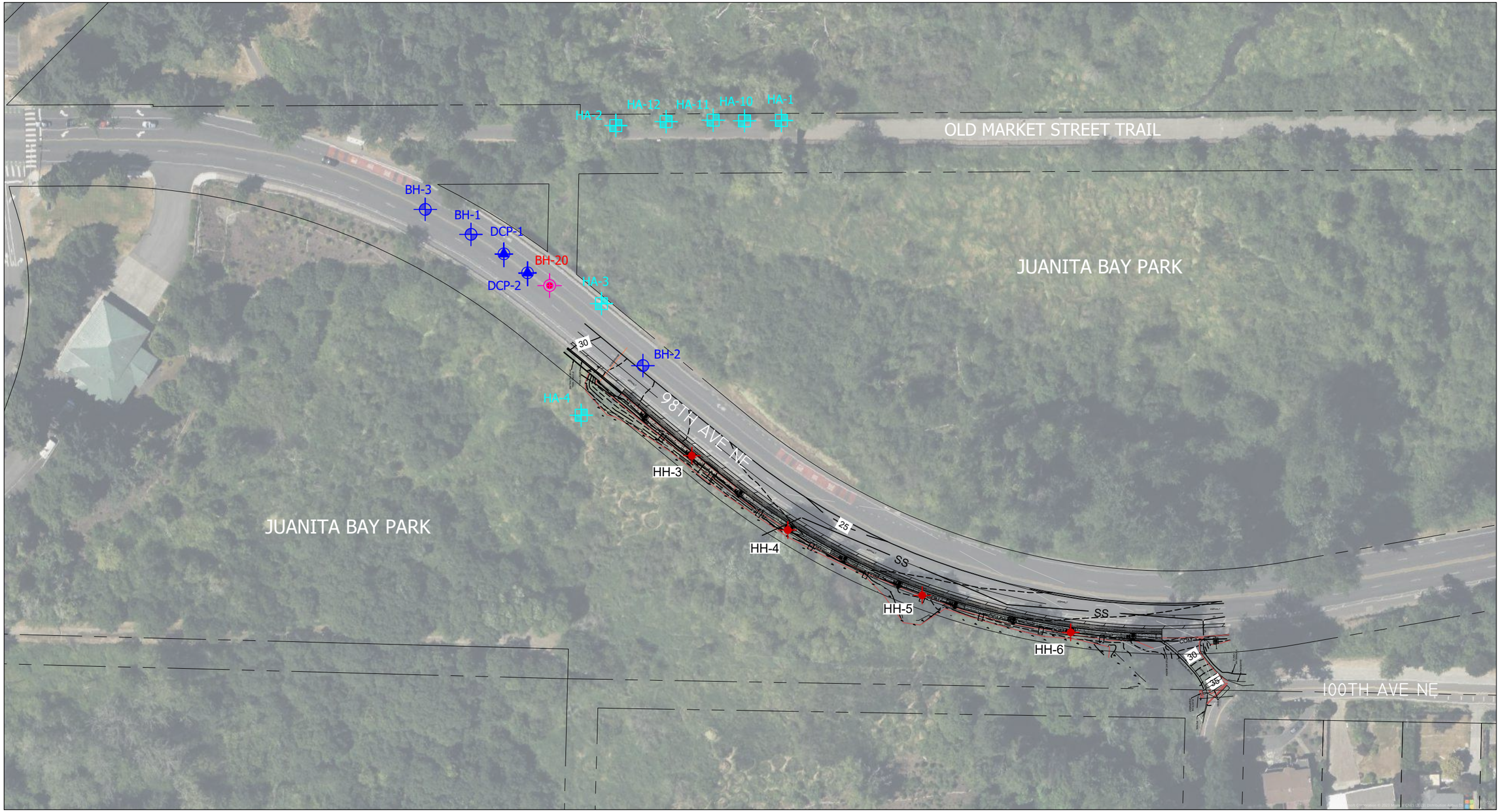
S:\2023 PROJECTS\2023-065-21 KIRKLAND MARKET STREET - 98TH AVE SIDEWALK PROJECT\CAD\2023-065-21 KIRKLAND MARKET ST - 98TH AVE SIDEWALK.DWG <2A> Plotted: 1/9/2024 4:35 PM

HWA GEOSCIENCES INC. DBE/MWBE

MARKET STREET
98TH AVE SIDEWALK PROJECT
KIRKLAND, WASHINGTON

SITE &
EXPLORATION PLAN

DRAWN BY:	FIGURE NO.:
CF	2A
CHECK BY:	PROJECT NO.:
JTW	2023-065-21



98TH AVE NE
Scale: 1" = 100'-0"

EXPLORATION LEGEND

- HH-1 — HAND HOLE DESIGNATION AND APPROXIMATE LOCATION
- DCP-1 — DYNAMIC CONE PENETROMETER (DCP) DESIGNATION AND APPROXIMATE LOCATION (HWA-2014)
- BH-1 — BORING DESIGNATION AND APPROXIMATE LOCATION (HWA-2014)
- HA-2 — HAND BORING DESIGNATION AND APPROXIMATE LOCATION (DRILLED IN 1965 IN SUPPORT OF UTILITY INSTALLATION).
- B-20 — BORING DESIGNATION AND APPROXIMATE LOCATION (DRILLED IN 1971 IN SUPPORT OF BRIDGE DESIGN).

BASE MAP PROVIDED BY: BING AND OTAK 01.04.2024

0 50 100 150 200
SCALE: 1" = 100'

HWA GEOSCIENCES INC. DBE/MWBE

MARKET STREET
98TH AVE SIDEWALK PROJECT
KIRKLAND, WASHINGTON

SITE & EXPLORATION PLAN

DRAWN BY:	FIGURE NO.:
CF	2B
CHECK BY:	PROJECT NO.:
JTW	2023-065-21

S:\2023 PROJECTS\2023-065-21 KIRKLAND MARKET STREET - 98TH AVE SIDEWALK PROJECT\CAD\2023-065-21 KIRKLAND MARKET ST - 98TH AVE SIDEWALK.DWG <2B> Plotted: 1/9/2024 4:34 PM

APPENDIX A

FIELD EXPLORATIONS

RELATIVE DENSITY OR CONSISTENCY VERSUS SPT N-VALUE

COHESIONLESS SOILS			COHESIVE SOILS		
Density	N (blows/ft)	Approximate Relative Density(%)	Consistency	N (blows/ft)	Approximate Undrained Shear Strength (psf)
Very Loose	0 to 4	0 - 15	Very Soft	0 to 2	<250
Loose	4 to 10	15 - 35	Soft	2 to 4	250 - 500
Medium Dense	10 to 30	35 - 65	Medium Stiff	4 to 8	500 - 1000
Dense	30 to 50	65 - 85	Stiff	8 to 15	1000 - 2000
Very Dense	over 50	85 - 100	Very Stiff	15 to 30	2000 - 4000
			Hard	over 30	>4000

USCS SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP DESCRIPTIONS	
Coarse Grained Soils	Gravel and Gravelly Soils	Clean Gravel (little or no fines)	GW	Well-graded GRAVEL
			GP	Poorly-graded GRAVEL
	More than 50% of Coarse Fraction Retained on No. 4 Sieve	Gravel with Fines (appreciable amount of fines)	GM	Silty GRAVEL
			GC	Clayey GRAVEL
	Sand and Sandy Soils	Clean Sand (little or no fines)	SW	Well-graded SAND
			SP	Poorly-graded SAND
	50% or More of Coarse Fraction Passing No. 4 Sieve	Sand with Fines (appreciable amount of fines)	SM	Silty SAND
			SC	Clayey SAND
More than 50% Retained on No. 200 Sieve Size				
Fine Grained Soils	Silt and Clay	Liquid Limit Less than 50%	ML	SILT
			CL	Lean CLAY
			OL	Organic SILT/Organic CLAY
	Silt and Clay	Liquid Limit 50% or More	MH	Elastic SILT
50% or More Passing No. 200 Sieve Size			CH	Fat CLAY
			OH	Organic SILT/Organic CLAY
Highly Organic Soils			PT	PEAT

TEST SYMBOLS

%F	Percent Fines
AL	Atterberg Limits: PL = Plastic Limit, LL = Liquid Limit
CBR	California Bearing Ratio
CN	Consolidation
DD	Dry Density (pcf)
DS	Direct Shear
GS	Grain Size Distribution
K	Permeability
MD	Moisture/Density Relationship (Proctor)
MR	Resilient Modulus
OC	Organic Content
pH	pH of Soils
PID	Photoionization Device Reading
PP	Pocket Penetrometer (Approx. Comp. Strength, tsf)
Res.	Resistivity
SG	Specific Gravity
CD	Consolidated Drained Triaxial
CU	Consolidated Undrained Triaxial
UU	Unconsolidated Undrained Triaxial
TV	Torvane (Approx. Shear Strength, tsf)
UC	Unconfined Compression

SAMPLE TYPE SYMBOLS

- 2.0" OD Split Spoon (SPT) (140 lb. hammer with 30 in. drop)
- Shelby Tube
- Non-standard Penetration Test (3.0" OD Split Spoon with Brass Rings)
- Small Bag Sample
- Large Bag (Bulk) Sample
- Core Run
- 3-1/4" OD Split Spoon

GROUNDWATER SYMBOLS

- Groundwater Level (measured at time of drilling)
- Groundwater Level (measured in well or open hole after water level stabilized)

COMPONENT DEFINITIONS

COMPONENT	SIZE RANGE
Boulders	Larger than 12 in
Cobbles	3 in to 12 in
Gravel	3 in to No 4 (4.5mm)
Coarse gravel	3 in to 3/4 in
Fine gravel	3/4 in to No 4 (4.5mm)
Sand	No. 4 (4.5 mm) to No. 200 (0.074 mm)
Coarse sand	No. 4 (4.5 mm) to No. 10 (2.0 mm)
Medium sand	No. 10 (2.0 mm) to No. 40 (0.42 mm)
Fine sand	No. 40 (0.42 mm) to No. 200 (0.074 mm)
Silt and Clay	Smaller than No. 200 (0.074mm)

COMPONENT PROPORTIONS

PROPORTION RANGE	DESCRIPTIVE TERMS
< 5%	Clean
5 - 12%	Slightly (Clayey, Silty, Sandy)
12 - 30%	Clayey, Silty, Sandy, Gravelly
30 - 50%	Very (Clayey, Silty, Sandy, Gravelly)
Components are arranged in order of increasing quantities.	

NOTES: Soil classifications presented on exploration logs are based on visual and laboratory observation.
Soil descriptions are presented in the following general order:

Density/consistency, color, modifier (if any) GROUP NAME, additions to group name (if any), moisture content. Proportion, gradation, and angularity of constituents, additional comments. (GEOLOGIC INTERPRETATION)

Please refer to the discussion in the report text as well as the exploration logs for a more complete description of subsurface conditions.

MOISTURE CONTENT

DRY	Absence of moisture, dusty, dry to the touch.
MOIST	Damp but no visible water.
WET	Visible free water, usually soil is below water table.

GeoSciences Inc.

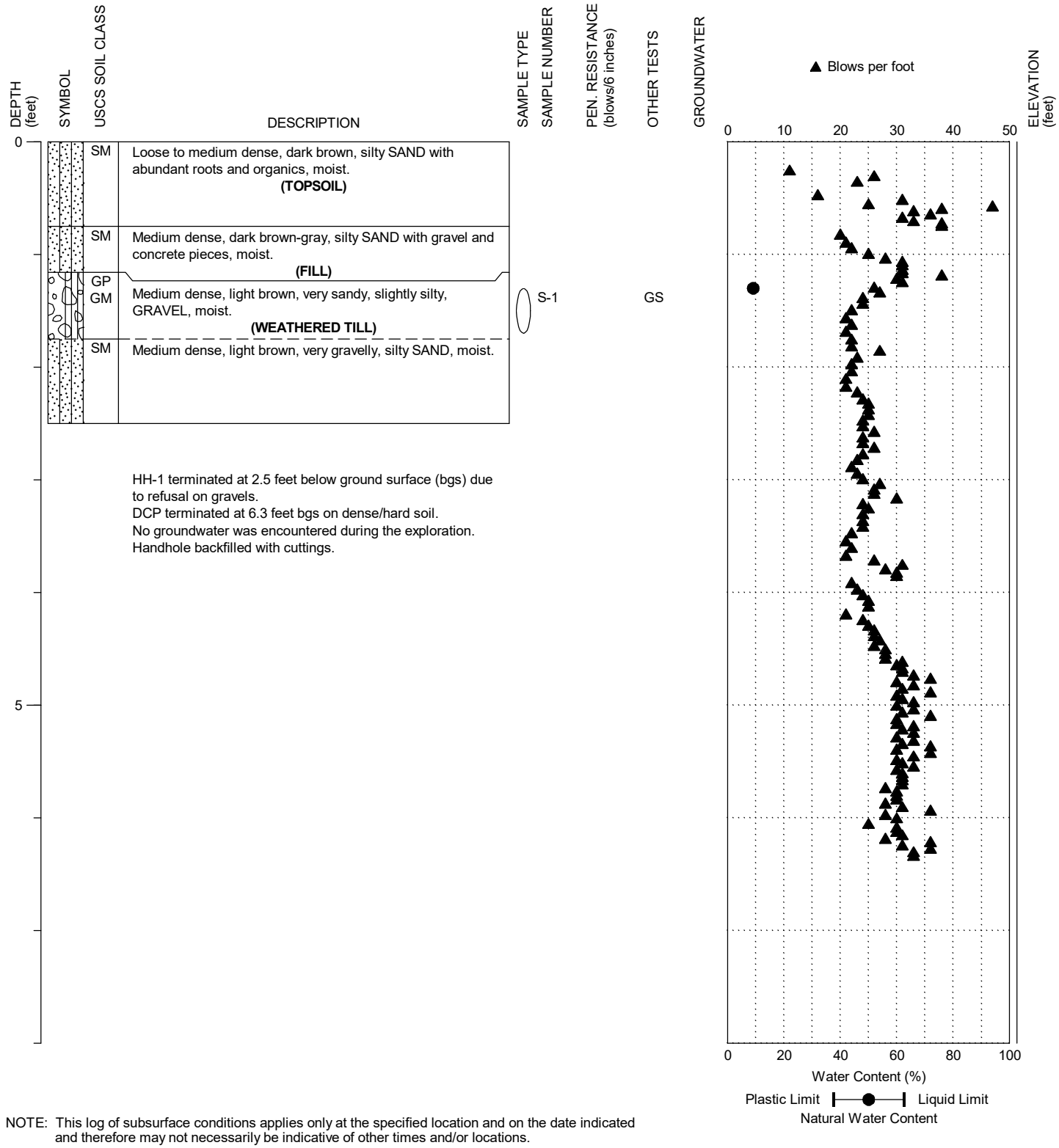
Market Street
98th Ave Sidewalk Project
Kirkland, Washington

LEGEND OF TERMS AND SYMBOLS USED ON EXPLORATION LOGS

PROJECT NO.: 2023-065-21 FIGURE: A-1

DRILLING COMPANY: HWA GeoSciences Inc.
DRILLING METHOD: Bucket Hand Auger
SAMPLING METHOD: Grab
LOCATION: See Figure 2A

DATE STARTED: 1/19/2024
DATE COMPLETED: 1/19/2024
LOGGED BY: S. Cortez & R. Mueller



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

GeoSciences Inc.

Market Street
98th Ave Sidewalk Project
Kirkland, Washington

BORING:
HH-1

PAGE: 1 of 1

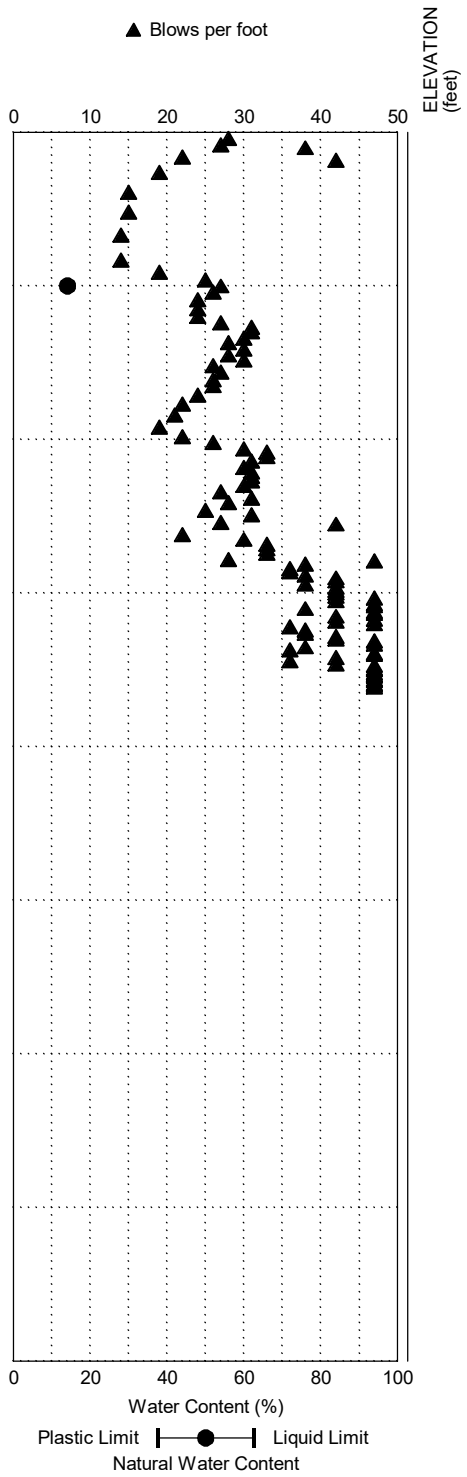
PROJECT NO.: 2023-065-21 FIGURE: A-2

BORING-DSM 2023-065-21.GPJ 2/19/24

DRILLING COMPANY: HWA GeoSciences Inc.
DRILLING METHOD: Bucket Hand Auger
SAMPLING METHOD: Grab
LOCATION: See Figure 2A

DATE STARTED: 1/19/2024
DATE COMPLETED: 1/19/2024
LOGGED BY: S. Cortez & R. Mueller

DEPTH (feet)	SYMBOL	USCS SOIL CLASS	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	PEN. RESISTANCE (blows/6 inches)	OTHER TESTS	GROUNDWATER
0		SM	Medium dense, dark brown, silty SAND with gravel and abundant roots, moist.					
		ML	**(TOPSOIL)** Medium stiff, light brown, sandy SILT with gravel, moist. **(WEATHERED TILL)**					
		SM	Medium dense to dense, light olive-brown, very silty, gravelly SAND with orange-brown mottling, moist. Silt content decreases with depth.		S-1		GS	
			Without soil mottling at 2.66 ft.					
5			HH-2 terminated at 3.33 feet below ground surface (bgs) due to refusal on gravels. DCP terminated at 3.61 feet bgs due to refusal on dense soils. No groundwater was encountered during the exploration. Handhole backfilled with cuttings.					



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GeoSciences Inc.

Market Street
98th Ave Sidewalk Project
Kirkland, Washington

BORING:
HH-2

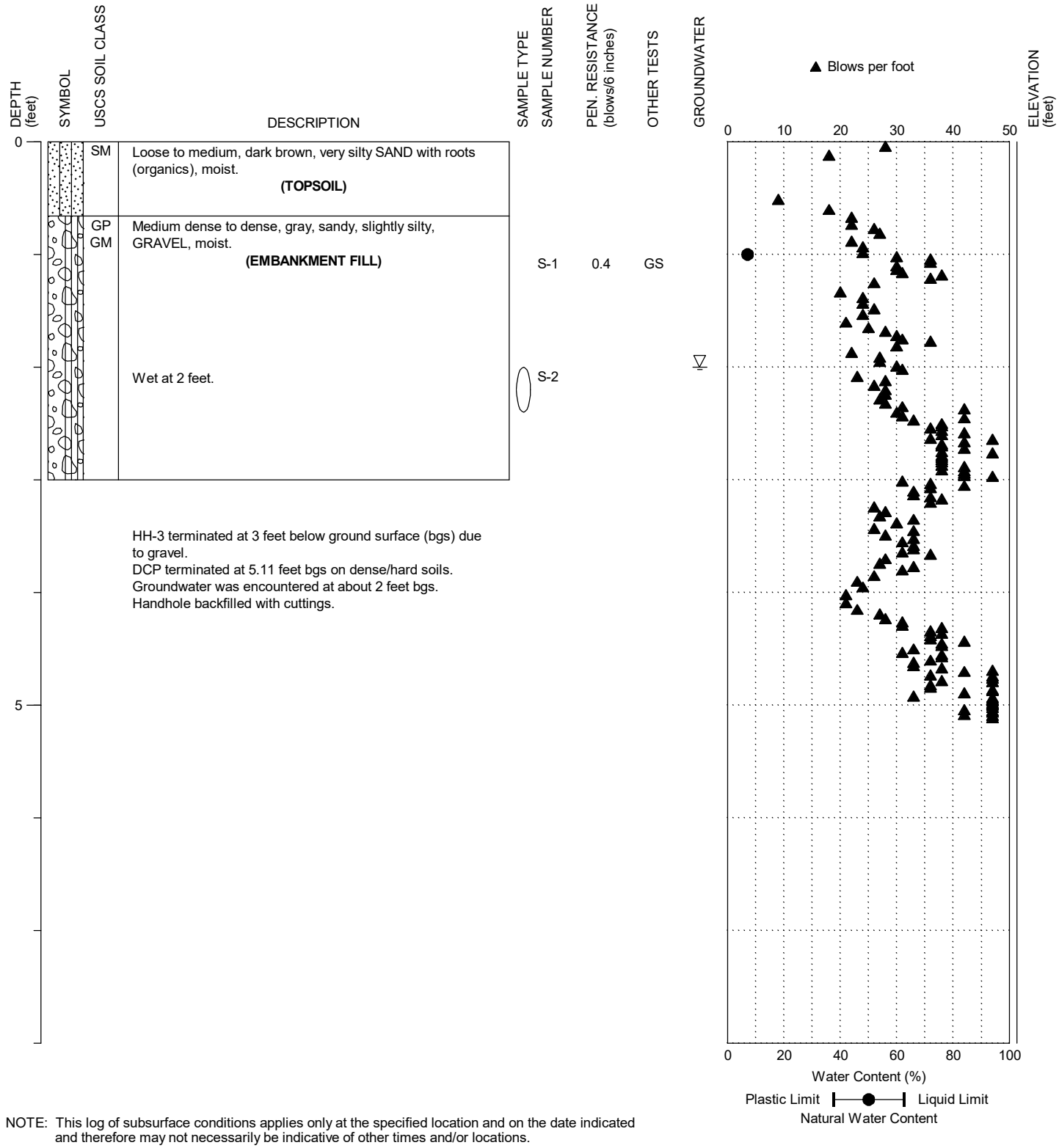
PAGE: 1 of 1

PROJECT NO.: 2023-065-21 FIGURE: A-3

BORING-DSM 2023-065-21.GPJ 2/19/24

DRILLING COMPANY: HWA GeoSciences Inc.
DRILLING METHOD: Bucket Hand Auger
SAMPLING METHOD: Grab
LOCATION: See Figure 2B

DATE STARTED: 1/18/2024
DATE COMPLETED: 1/18/2024
LOGGED BY: J. Westergreen & S. Cortez



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HWA GeoSciences Inc.

Market Street
98th Ave Sidewalk Project
Kirkland, Washington

BORING:
HH-3

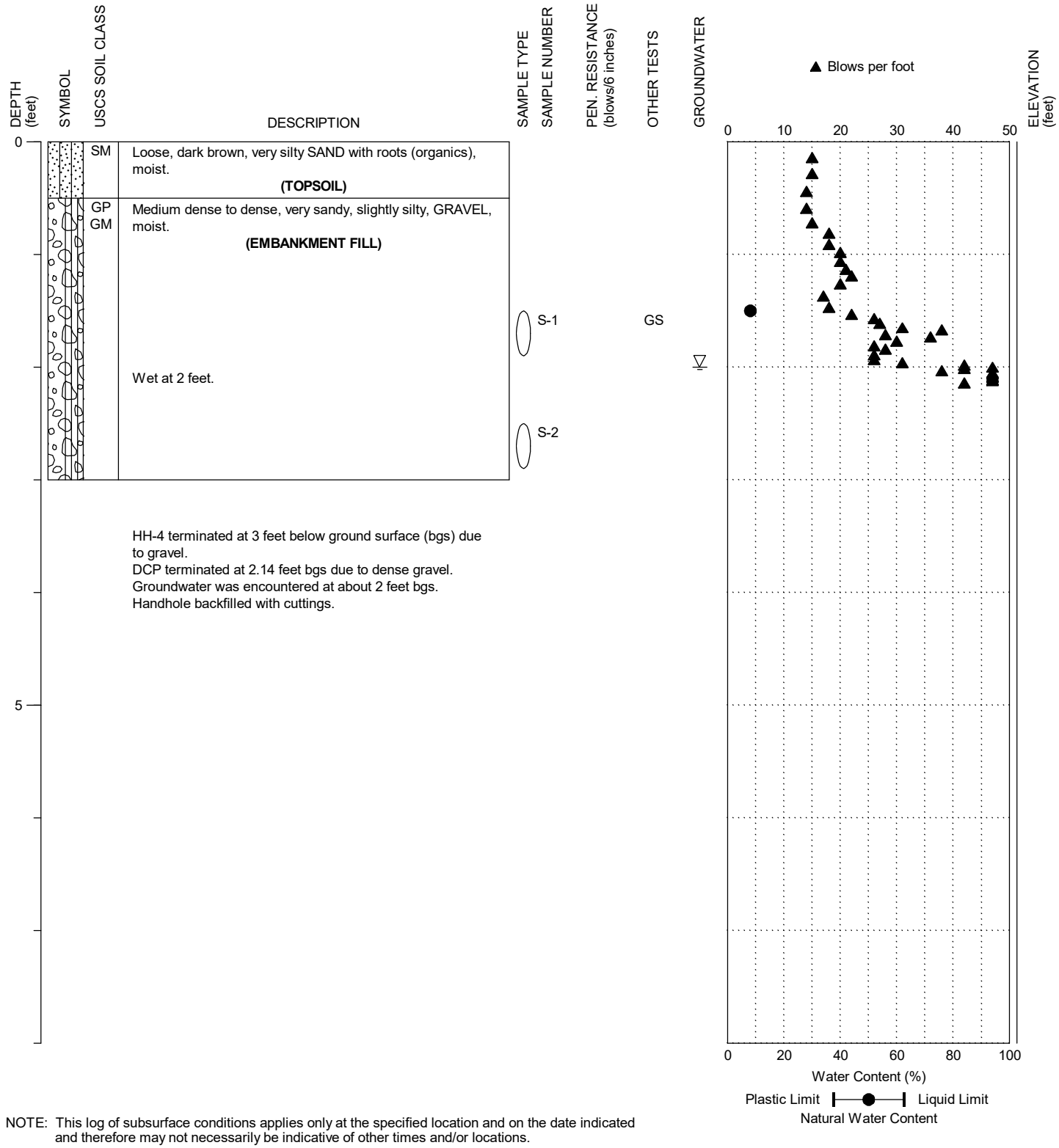
PAGE: 1 of 1

PROJECT NO.: 2023-065-21 FIGURE: A-4

BORING-DSM 2023-065-21.GPJ 2/19/24

DRILLING COMPANY: HWA GeoSciences Inc.
DRILLING METHOD: Bucket Hand Auger
SAMPLING METHOD: Grab
LOCATION: See Figure 2B

DATE STARTED: 1/18/2024
DATE COMPLETED: 1/18/2024
LOGGED BY: J. Westergreen & S. Cortez



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

GeoSciences Inc.

Market Street
98th Ave Sidewalk Project
Kirkland, Washington

BORING:
HH-4

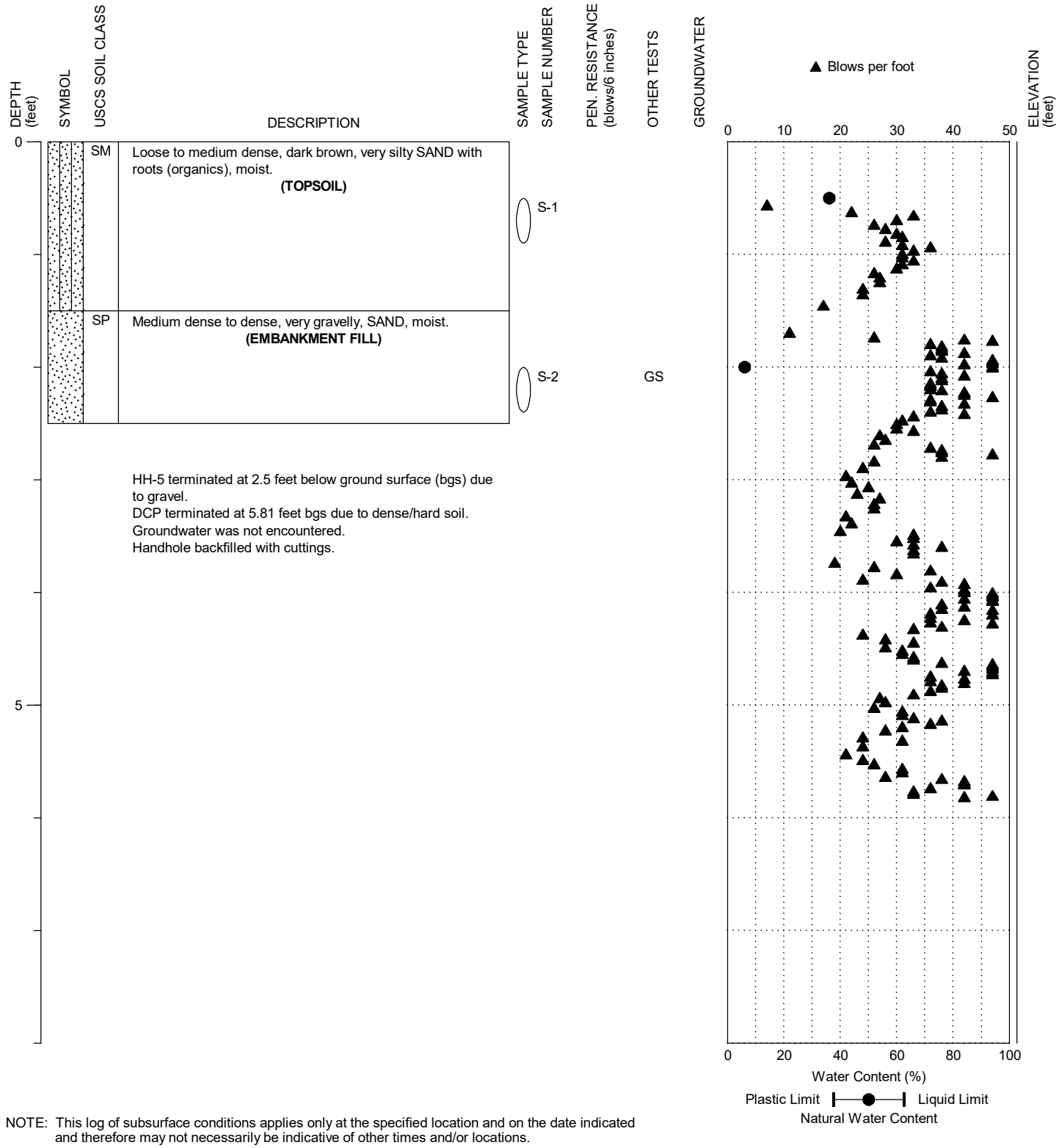
PAGE: 1 of 1

PROJECT NO.: 2023-065-21 FIGURE: A-5

BORING-DSM 2023-065-21.GPJ 2/19/24

DRILLING COMPANY: HWA GeoSciences Inc.
DRILLING METHOD: Bucket Hand Auger
SAMPLING METHOD: Grab
LOCATION: See Figure 2B

DATE STARTED: 1/18/2024
DATE COMPLETED: 1/18/2024
LOGGED BY: J. Westergreen & S. Cortez



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

GEOSCIENCES INC.

Market Street
98th Ave Sidewalk Project
Kirkland, Washington

BORING:
HH-5

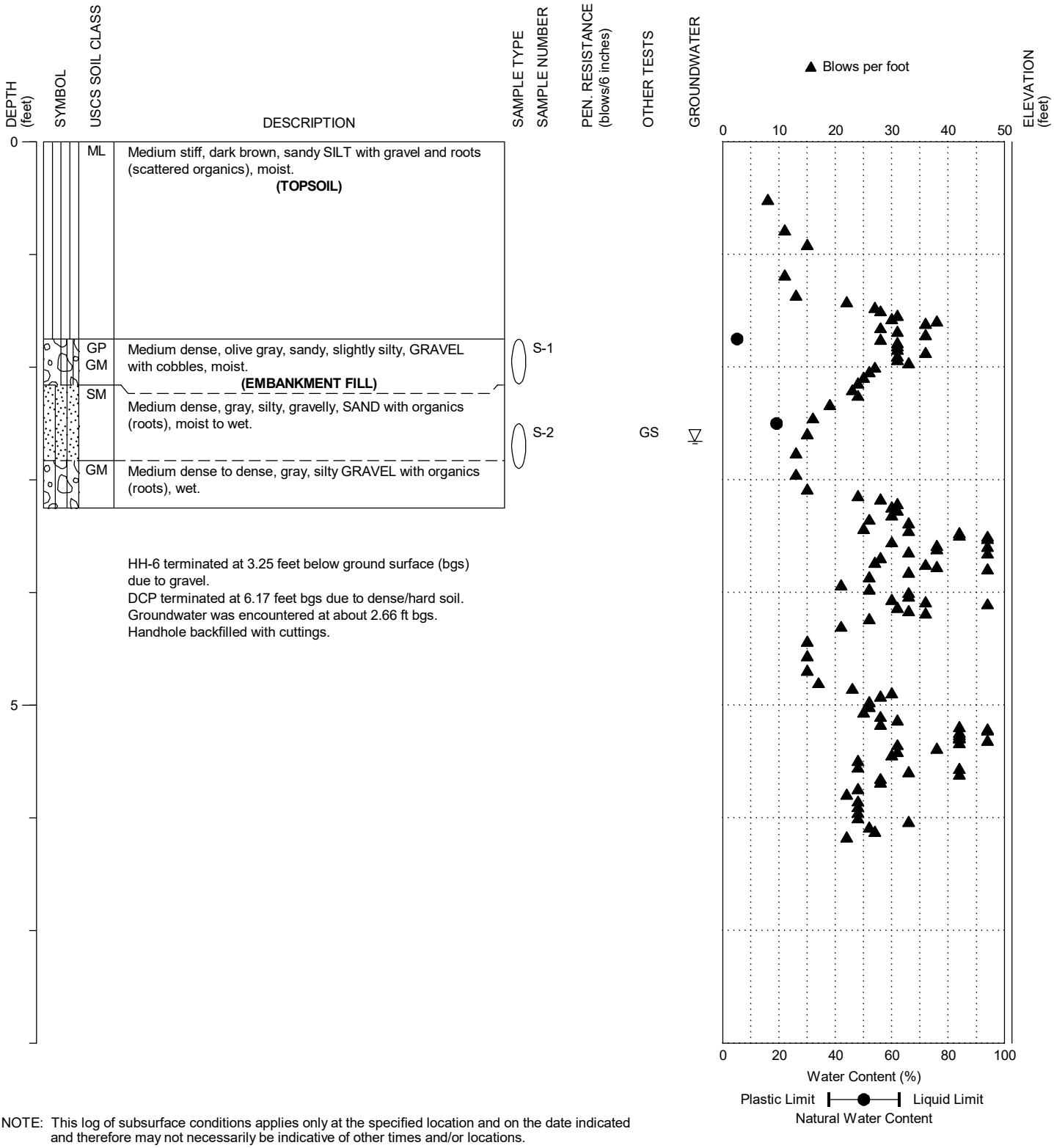
PAGE: 1 of 1

PROJECT NO.: 2023-065-21 FIGURE: A-6

BORING-DSM 2023-065-21.GPJ 2/19/24

DRILLING COMPANY: HWA GeoSciences Inc.
DRILLING METHOD: Bucket Hand Auger
SAMPLING METHOD: Grab
LOCATION: See Figure 2B

DATE STARTED: 1/19/2024
DATE COMPLETED: 1/19/2024
LOGGED BY: S. Cortez & R. Mueller



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

HWA GeoSciences Inc.

Market Street
98th Ave Sidewalk Project
Kirkland, Washington

BORING:
HH-6

PAGE: 1 of 1

PROJECT NO.: 2023-065-21 FIGURE: A-7

BORING-DSM 2023-065-21.GPJ 2/19/24

APPENDIX B

LABORATORY TESTING

APPENDIX B

LABORATORY TESTING

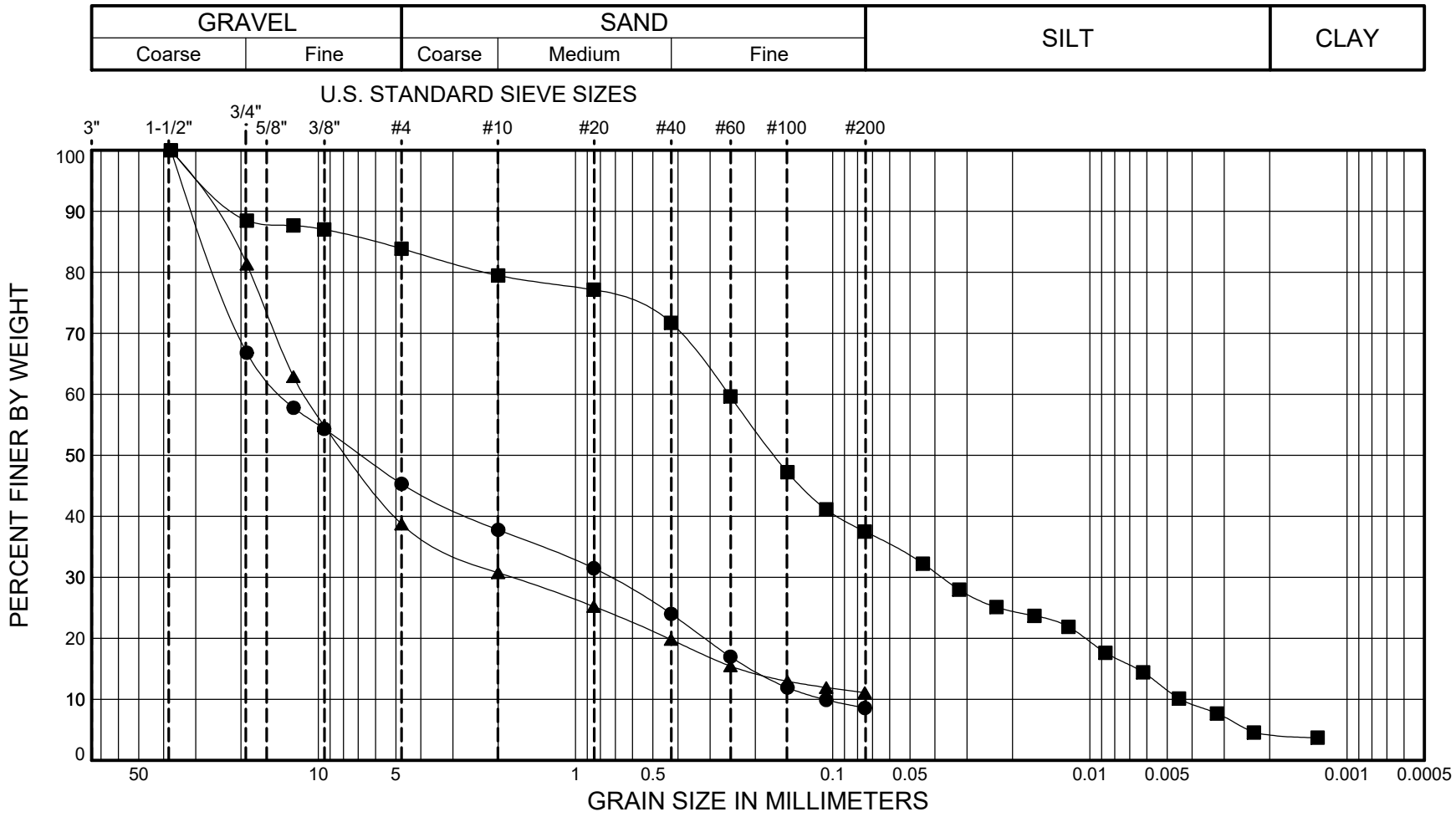
Representative soil samples obtained from the explorations were placed in plastic bags to prevent loss of moisture and transported to our Bothell, Washington, laboratory for further examination and testing. Laboratory tests were conducted on selected soil samples to characterize relevant engineering and index properties of the site soils.

MOISTURE CONTENT OF SOIL: The moisture content of selected soil samples (percent by dry mass) was determined in general accordance with ASTM D 2216. The results are shown at the sampled intervals on the appropriate summary logs in Appendix A and on the Summary of Material Properties, Figure B-1 in Appendix B.

PARTICLE SIZE ANALYSIS OF SOILS: Selected samples were tested to determine the particle (grain) size distribution of material in general accordance with ASTM D 6913 and D 7928. The results are summarized on the attached Summary of Material Properties, Figure B-1, and Particle Size Analysis of Soils reports, Figures B-2 through B-4, which also provide information regarding the classification of the samples.

EXPLORATION DESIGNATION	TOP DEPTH (feet)	BOTTOM DEPTH (feet)	MOISTURE CONTENT (%)	ORGANIC CONTENT (%)	SPECIFIC GRAVITY	ATTERBERG LIMITS (%)			% GRAVEL	% SAND	% FINES	ASTM SOIL CLASSIFICATION	SAMPLE DESCRIPTION
						LL	PL	PI					
HH-1,S-1	1.3	1.7	9.3						54.7	36.7	8.6	GP-GM	Dark brown, poorly graded GRAVEL with silt, sand and organics
HH-2,S-1	1.0	1.4	13.9						16.1	46.4	37.5	SM	Brown, silty SAND with gravel
HH-3,S-1	1.0	1.4	6.7						61.3	27.6	11.1	GP-GM	Dark gray, poorly graded GRAVEL with silt, sand and organics
HH-4,S-1	1.5	1.9	8.4						59.6	33.3	7.2	GP-GM	Dark brown, poorly graded GRAVEL with silt, sand and organics
HH-5,S-1	0.5	0.9	35.9									SM	Very dark brown, silty SAND with organics
HH-5,S-2	2.0	2.4	6.1						45.0	50.8	4.2	SP	Dark olive-brown, poorly graded SAND with gravel
HH-6,S-1	1.8	2.2	5.1						66.1	23.4	10.5	GP-GM	Very dark grayish-brown, poorly graded GRAVEL with silt and sand
HH-6,S-2	2.5	2.9	19.0						13.2	56.2	30.6	SM	Olive-brown, silty SAND with organics

Notes: 1. This table summarizes information presented elsewhere in the report and should be used in conjunction with the report test, other graphs and tables, and the exploration logs.
2. The soil classifications in this table are based on ASTM D2487 and D2488 as applicable.



SYMBOL	SAMPLE		DEPTH (ft.)	ASTM SOIL CLASSIFICATION	% MC	LL	PL	PI	Gravel %	Sand %	Silt %	Clay %	Fines %
●	HH-1	S-1	1.3 - 1.7	(GP-GM) Dark brown, poorly graded GRAVEL with silt, sand and organics	9				54.7	36.7			8.6
■	HH-2	S-1	1.0 - 1.4	(SM) Brown, silty SAND with gravel	14				16.1	46.4	33.2	4.3	
▲	HH-3	S-1	1.0 - 1.4	(GP-GM) Dark gray, poorly graded GRAVEL with silt, sand and organics	7				61.3	27.6			11.1

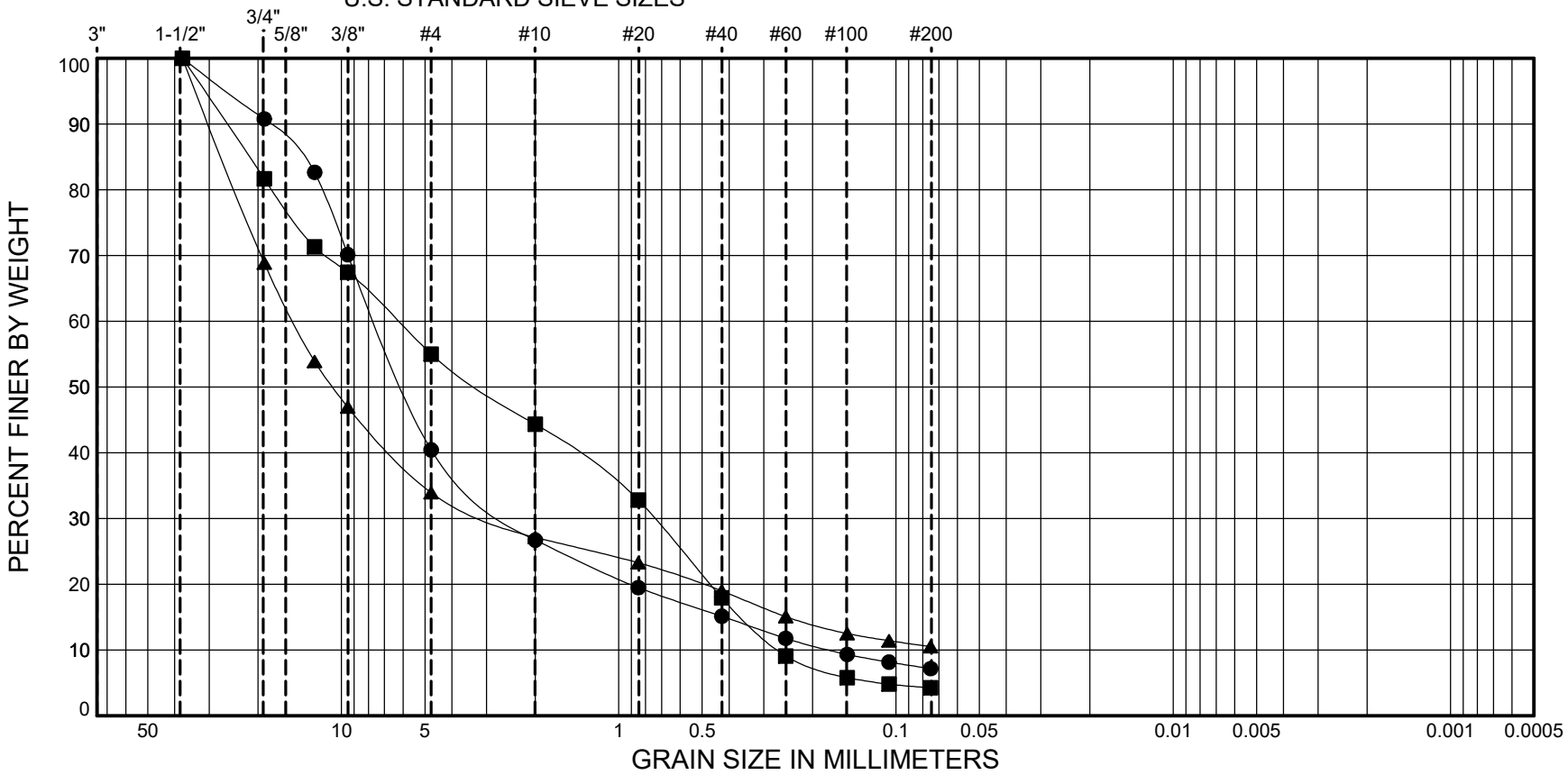
HWA GeoSciences Inc.

Market Street
98th Ave Sidewalk Project
Kirkland, Washington

PARTICLE-SIZE ANALYSIS
OF SOILS
METHODS ASTM D6913/D7928

PROJECT NO.: 2023-065-21 FIGURE: B-2

GRAVEL		SAND			SILT	CLAY
Coarse	Fine	Coarse	Medium	Fine		



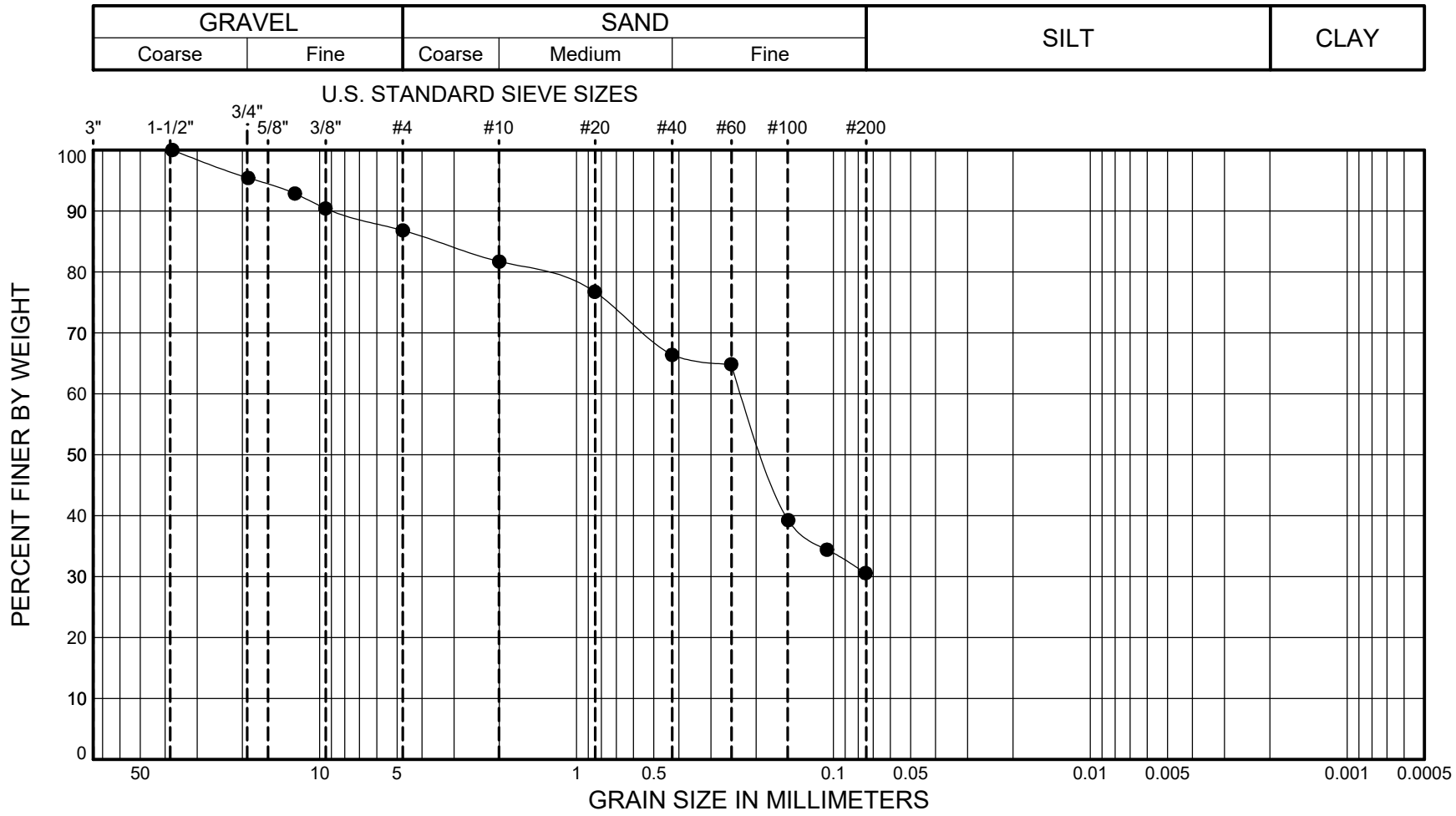
SYMBOL	SAMPLE		DEPTH (ft.)	ASTM SOIL CLASSIFICATION	% MC	LL	PL	PI	Gravel %	Sand %	Silt %	Clay %	Fines %
●	HH-4	S-1	1.5 - 1.9	(GP-GM) Dark brown, poorly graded GRAVEL with silt, sand and organics	8				59.6	33.3			7.2
■	HH-5	S-2	2.0 - 2.4	(SP) Dark olive-brown, poorly graded SAND with gravel	6				45.0	50.8			4.2
▲	HH-6	S-1	1.8 - 2.2	(GP-GM) Very dark grayish-brown, poorly graded GRAVEL with silt and sand	5				66.1	23.4			10.5

HWA GeoSciences Inc.

Market Street
98th Ave Sidewalk Project
Kirkland, Washington

PARTICLE-SIZE ANALYSIS
OF SOILS
METHODS ASTM D6913/D7928

PROJECT NO.: 2023-065-21 FIGURE: B-3



SYMBOL	SAMPLE		DEPTH (ft.)	ASTM SOIL CLASSIFICATION	% MC	LL	PL	PI	Gravel %	Sand %	Silt %	Clay %	Fines %
●	HH-6	S-2	2.5 - 2.9	(SM) Olive-brown, silty SAND with organics	19				13.2	56.2			30.6

HWA GeoSciences Inc.

Market Street
98th Ave Sidewalk Project
Kirkland, Washington

PARTICLE-SIZE ANALYSIS
OF SOILS
METHODS ASTM D6913/D7928

PROJECT NO.: 2023-065-21 FIGURE: B-4

APPENDIX C

EXISTING NEARBY EXPLORATIONS

RELATIVE DENSITY OR CONSISTENCY VERSUS SPT N-VALUE

COHESIONLESS SOILS			COHESIVE SOILS		
Density	N (blows/ft)	Approximate Relative Density(%)	Consistency	N (blows/ft)	Approximate Undrained Shear Strength (psf)
Very Loose	0 to 4	0 - 15	Very Soft	0 to 2	<250
Loose	4 to 10	15 - 35	Soft	2 to 4	250 - 500
Medium Dense	10 to 30	35 - 65	Medium Stiff	4 to 8	500 - 1000
Dense	30 to 50	65 - 85	Stiff	8 to 15	1000 - 2000
Very Dense	over 50	85 - 100	Very Stiff	15 to 30	2000 - 4000
			Hard	over 30	>4000

USCS SOIL CLASSIFICATION SYSTEM

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Coarse Grained Soils	Gravel and Gravelly Soils	Clean Gravel (little or no fines)	GW	Well-graded GRAVEL
			GP	Poorly-graded GRAVEL
	More than 50% of Coarse Fraction Retained on No. 4 Sieve	Gravel with Fines (appreciable amount of fines)	GM	Silty GRAVEL
			GC	Clayey GRAVEL
More than 50% Retained on No. 200 Sieve Size	Sand and Sandy Soils	Clean Sand (little or no fines)	SW	Well-graded SAND
			SP	Poorly-graded SAND
	50% or More of Coarse Fraction Passing No. 4 Sieve	Sand with Fines (appreciable amount of fines)	SM	Silty SAND
			SC	Clayey SAND
Fine Grained Soils	Silt and Clay	Liquid Limit Less than 50%	ML	SILT
			CL	Lean CLAY
			OL	Organic SILT/Organic CLAY
50% or More Passing No. 200 Sieve Size	Silt and Clay	Liquid Limit 50% or More	MH	Elastic SILT
			CH	Fat CLAY
			OH	Organic SILT/Organic CLAY
Highly Organic Soils			PT	PEAT

TEST SYMBOLS

%F	Percent Fines	
AL	Atterberg Limits:	PL = Plastic Limit LL = Liquid Limit
CBR	California Bearing Ratio	
CN	Consolidation	
DD	Dry Density (pcf)	
DS	Direct Shear	
GS	Grain Size Distribution	
K	Permeability	
MD	Moisture/Density Relationship (Proctor)	
MR	Resilient Modulus	
PID	Photoionization Device Reading	
PP	Pocket Penetrometer Approx. Compressive Strength (tsf)	
SG	Specific Gravity	
TC	Triaxial Compression	
TV	Torvane Approx. Shear Strength (tsf)	
UC	Unconfined Compression	

SAMPLE TYPE SYMBOLS

- 2.0" OD Split Spoon (SPT) (140 lb. hammer with 30 in. drop)
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- 3-1/4" OD Split Spoon with Brass Rings
- Small Bag Sample
- Large Bag (Bulk) Sample
- Core Run
- Non-standard Penetration Test (3.0" OD split spoon)

GROUNDWATER SYMBOLS

- Groundwater Level (measured at time of drilling)
- Groundwater Level (measured in well or open hole after water level stabilized)

COMPONENT DEFINITIONS

COMPONENT	SIZE RANGE
Boulders	Larger than 12 in
Cobbles	3 in to 12 in
Gravel	3 in to No 4 (4.5mm)
Coarse gravel	3 in to 3/4 in
Fine gravel	3/4 in to No 4 (4.5mm)
Sand	No. 4 (4.5 mm) to No. 200 (0.074 mm)
Coarse sand	No. 4 (4.5 mm) to No. 10 (2.0 mm)
Medium sand	No. 10 (2.0 mm) to No. 40 (0.42 mm)
Fine sand	No. 40 (0.42 mm) to No. 200 (0.074 mm)
Silt and Clay	Smaller than No. 200 (0.074mm)

COMPONENT PROPORTIONS

PROPORTION RANGE	DESCRIPTIVE TERMS
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Components are arranged in order of increasing quantities.	

NOTES: Soil classifications presented on exploration logs are based on visual and laboratory observation. Soil descriptions are presented in the following general order:

Density/consistency, color, modifier (if any) GROUP NAME, additions to group name (if any), moisture content. Proportion, gradation, and angularity of constituents, additional comments. (GEOLOGIC INTERPRETATION)

Please refer to the discussion in the report text as well as the exploration logs for a more complete description of subsurface conditions.

MOISTURE CONTENT

DRY	Absence of moisture, dusty, dry to the touch.
MOIST	Damp but no visible water.
WET	Visible free water, usually soil is below water table.

HWA GEOSCIENCES INC.

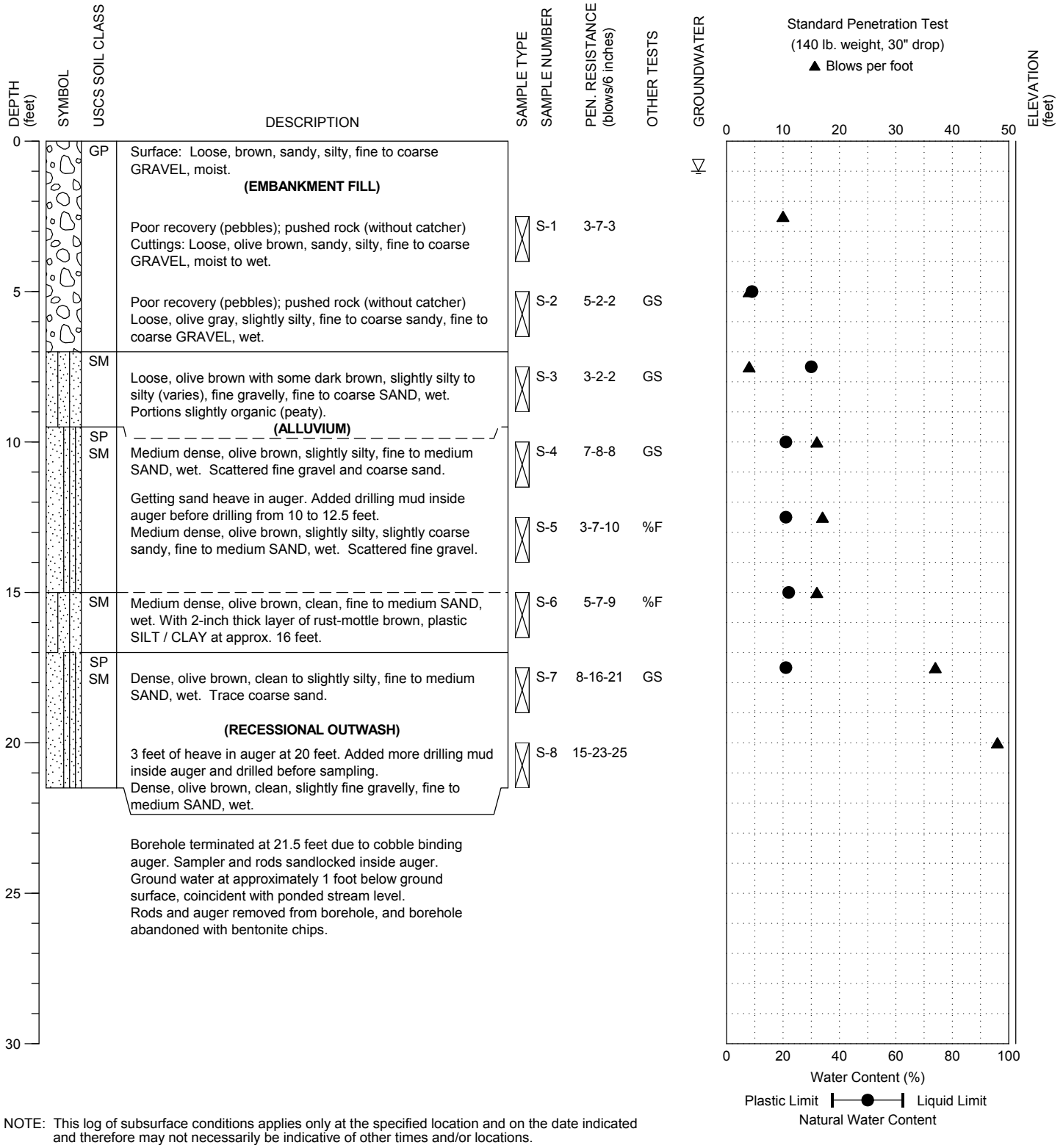
Forbes Creek Bridge Seismic Retrofit
Kirkland, Washington

LEGEND OF TERMS AND SYMBOLS USED ON EXPLORATION LOGS

PROJECT NO.: 2014-024-21 FIGURE: A-1

DRILLING COMPANY: Geologic Drill, Inc.
DRILLING METHOD: HSA 5.5" O.D., AckerSoil Mechanic
SAMPLING METHOD: SPT w/ Cathead
LOCATION: See Figure 2

DATE STARTED: 3/20/2014
DATE COMPLETED: 3/20/2014
LOGGED BY: B. Thurber



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HWA GEOSCIENCES INC.

Forbes Creek Bridge Seismic Retrofit
Kirkland, Washington

BORING:
BH-1

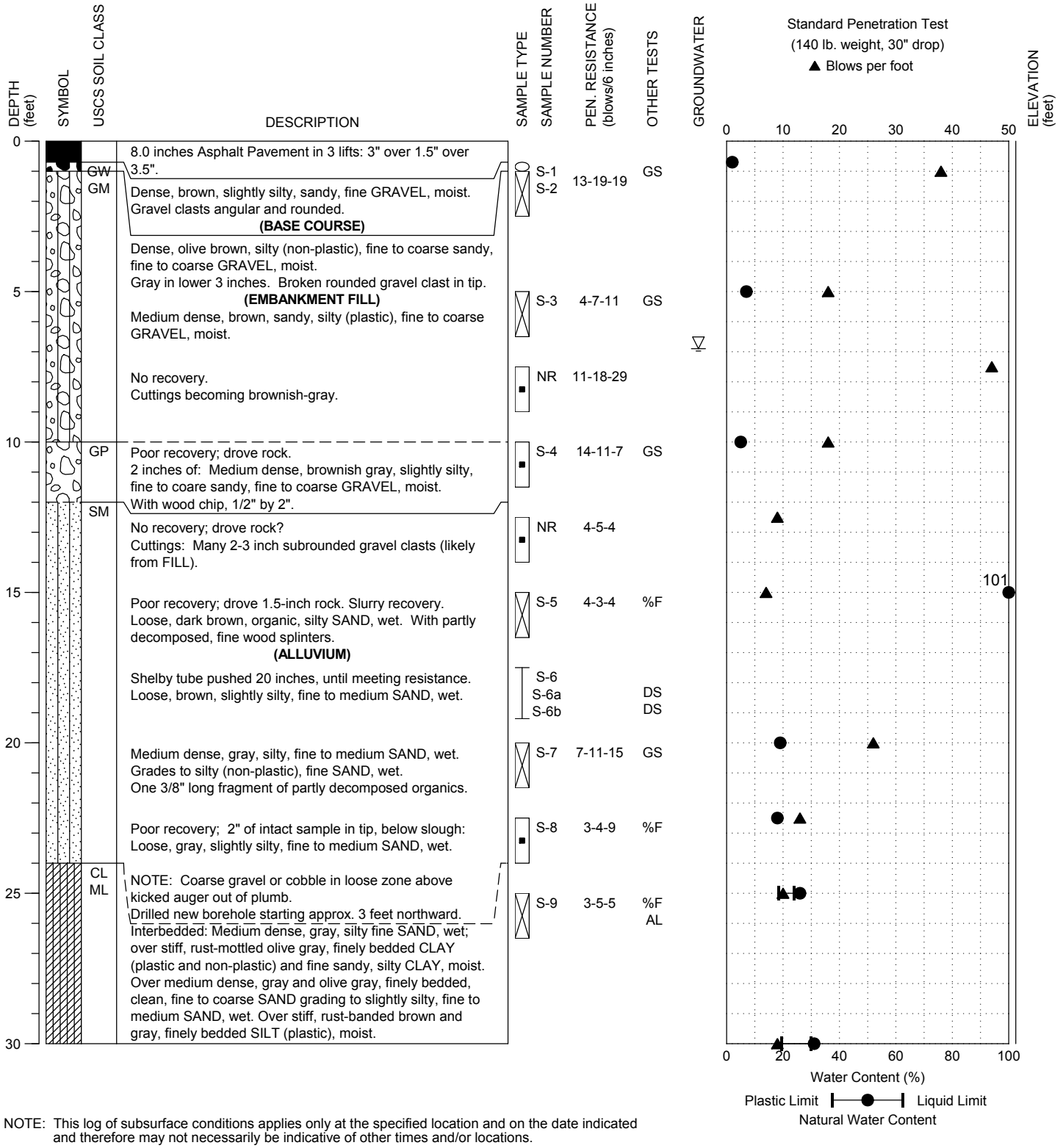
PAGE: 1 of 1

PROJECT NO.: 2014-024-21 FIGURE: A-2

BORING-DSM 2014-024.GPJ 1/7/15

DRILLING COMPANY: Holocene Drilling
DRILLING METHOD: HSA & Mud Rotary, BK-6 Truck Rig
SAMPLING METHOD: SPT w/ Autohammer
LOCATION: See Figure 2

DATE STARTED: 3/26/2013
DATE COMPLETED: 3/26/2013
LOGGED BY: B. Thurber



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HWA GEOSCIENCES INC.

Forbes Creek Bridge Seismic Retrofit
Kirkland, Washington

BORING:
BH-2

PROJECT NO.: 2014-024-21 FIGURE: A-3

DRILLING COMPANY: Holocene Drilling
DRILLING METHOD: HSA & Mud Rotary, BK-6 Truck Rig
SAMPLING METHOD: SPT w/ Autohammer
LOCATION: See Figure 2

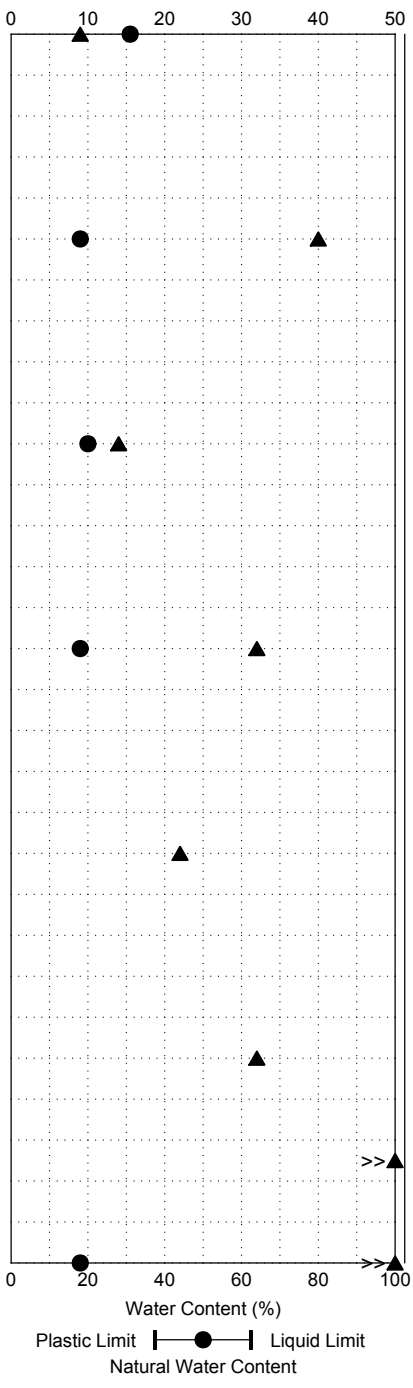
DATE STARTED: 3/26/2013
DATE COMPLETED: 3/26/2013
LOGGED BY: B. Thurber

DEPTH (feet)	SYMBOL	USCS SOIL CLASS	DESCRIPTION	SAMPLE TYPE / SAMPLE NUMBER	PEN. RESISTANCE (blows/6 inches)	OTHER TESTS
30		CL	Stiff and medium dense, olive gray to gray, finely bedded, plastic and non-plastic lean CLAY, moist. With 3-inch lens of gray with 1/4-inch rust band, silty (non-plastic) fine SAND, wet.	S-10	3-4-5	%F AL
		SP	Artesian conditions: Getting inflow of ground water into auger when drilling below approx. 33 feet.			
35			Water level in auger at 6.9 feet and rising (approx. 0.01 in/min) when auger at 35 feet before sampling. No slough or heave; sampler started at approx. 3 inches below 35 feet. Dense, gray, clean, fine to medium SAND, wet.	S-11	4-16-24	GS
			Heave into auger; jammed around center plug. Used 140-lb hammer to free it.			
40			2 to 3 feet of heave in auger at 40 feet. Auger drilling stopped at 40 feet. Drilling resumed through auger using mud rotary, drilled out 3 feet of heave. At 40 feet: Medium dense, clean to slightly silty, fine to medium SAND, wet. (Sample appeared disturbed, plus low blow counts indicate likely disturbance from artesian ground water conditions).	S-12	4-6-8	%F
45		SP SM	Dense, gray, clean to slightly silty, fine to coarse SAND, wet. Trace fine gravel. Vaguely stratified. **(RECESSIONAL OUTWASH)**	S-13	10-15-17	GS
50			Medium dense, gray, clean to slightly silty, fine to coarse SAND, wet. Trace fine gravel.	S-14	7-10-12	
55			Dense, gray, clean to slightly silty, fine to coarse SAND, wet. Vaguely stratified.	S-15	12-15-17	
		SP SM	Dense to very dense, gray, clean to slightly silty, fine to medium SAND, wet. 1/4-inch SILT lens at approx. 58.2 feet. **(ADVANCE OUTWASH)**	S-16a S-16b	48-50/4"	DS
60						

GROUNDWATER

Standard Penetration Test
(140 lb. weight, 30" drop)
▲ Blows per foot

ELEVATION (feet)



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

HWA GEOSCIENCES INC.

Forbes Creek Bridge Seismic Retrofit
Kirkland, Washington

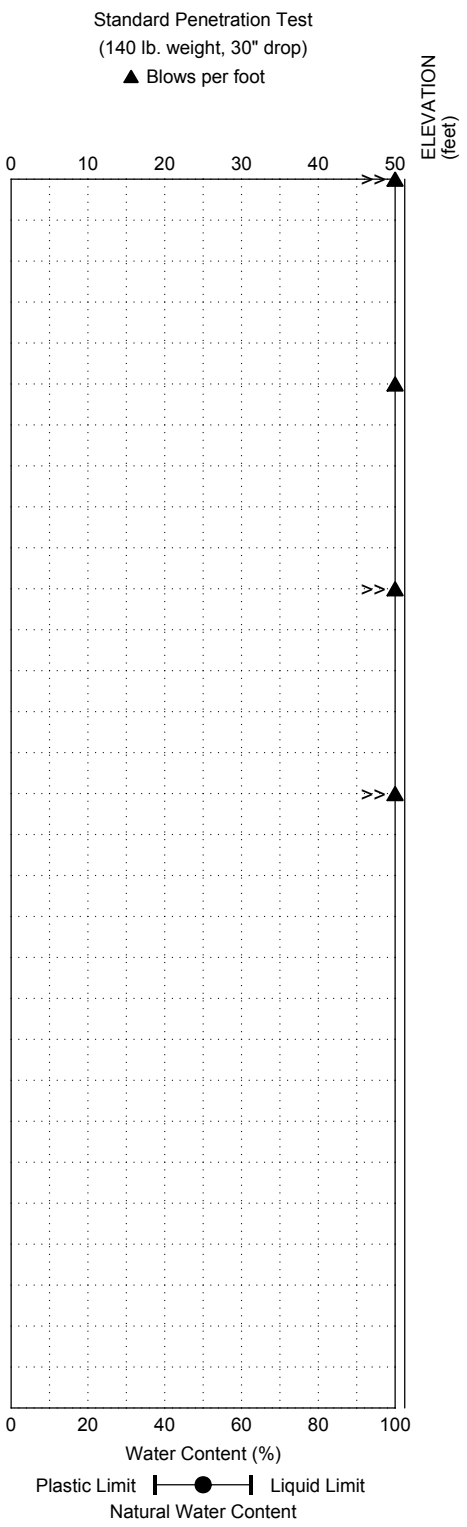
BORING:
BH-2

PROJECT NO.: 2014-024-21 FIGURE: A-3

DRILLING COMPANY: Holocene Drilling
DRILLING METHOD: HSA & Mud Rotary, BK-6 Truck Rig
SAMPLING METHOD: SPT w/ Autohammer
LOCATION: See Figure 2

DATE STARTED: 3/26/2013
DATE COMPLETED: 3/26/2013
LOGGED BY: B. Thurber

DEPTH (feet)	SYMBOL	USCS SOIL CLASS	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	PEN. RESISTANCE (blows/6 inches)	OTHER TESTS	GROUNDWATER
60			Very dense, gray, clean to slightly silty, fine to medium SAND, wet. Scattered coarse sand.		S-17	22-29-39	GS	
65			Very dense, gray, clean to slightly silty, fine to medium SAND, wet.		S-18	20-26-24		
70			Very dense, gray, clean to slightly silty, fine to medium SAND, wet. Scattered coarse sand and fine gravel.		S-19	28-32-36		
75			Very dense, gray, clean to slightly silty, fine to medium SAND, wet. Scattered coarse sand and fine gravel.		S-20	42-46-50/6"		
80			Borehole terminated at 76.5 feet. Ground water at approximately 7 feet below ground surface. Artesian ground water conditions below approximately 33 feet. Borehole abandoned with bentonite chips, forced down with reverse auger rotation in upper 40 feet. Concrete patches (both holes) to 12 inches deep.					
85								
90								



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

HWA GEOSCIENCES INC.

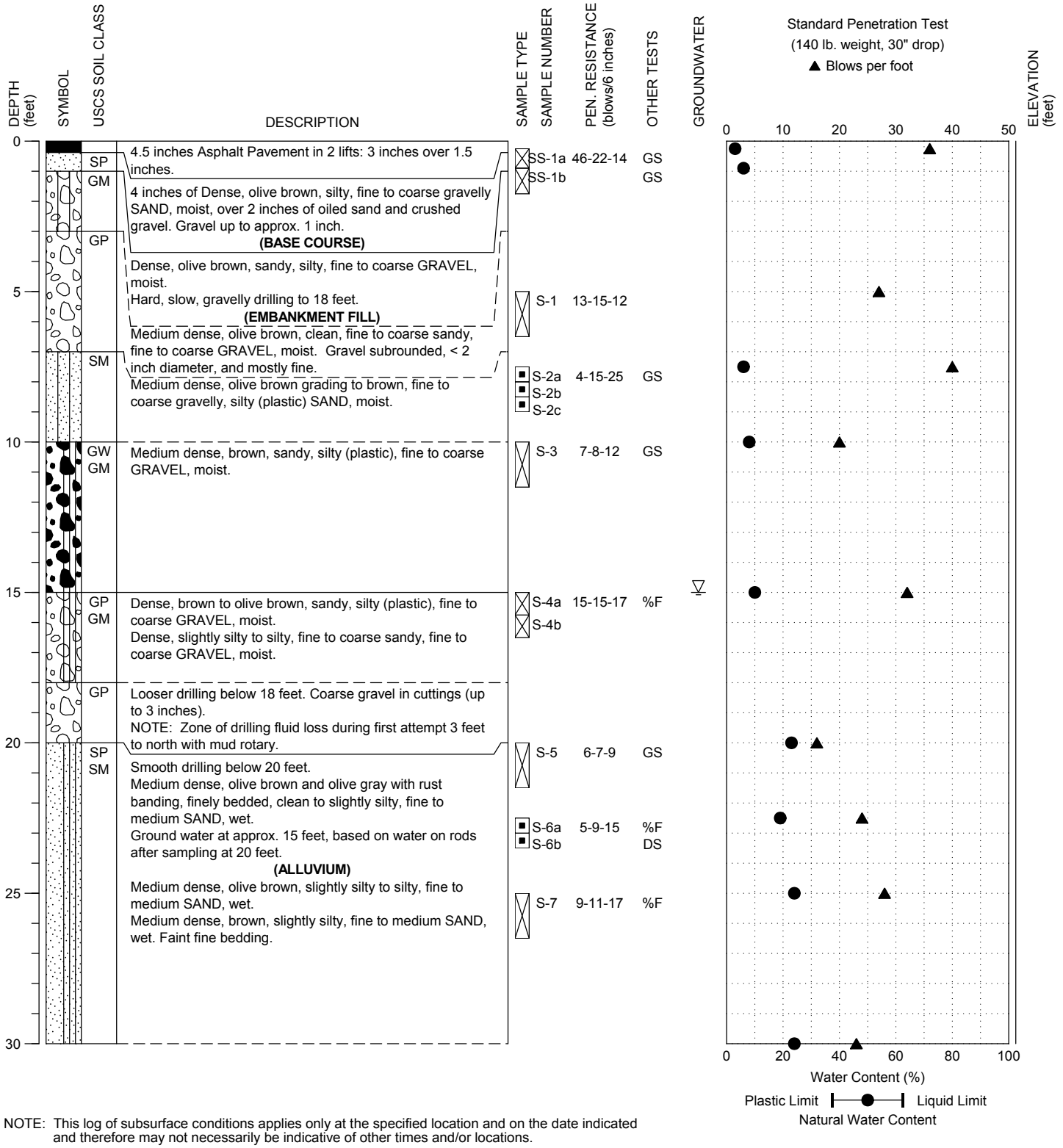
Forbes Creek Bridge Seismic Retrofit
Kirkland, Washington

BORING:
BH-2

PROJECT NO.: 2014-024-21 FIGURE: A-3

DRILLING COMPANY: Holocene Drilling
DRILLING METHOD: HSA & Mud Rotary, BK-6 Truck Rig
SAMPLING METHOD: SPT w/ Autohammer
LOCATION: See Figure 2

DATE STARTED: 3/27/2014
DATE COMPLETED: 3/27/2014
LOGGED BY: B. Thurber



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

HWA GEOSCIENCES INC.

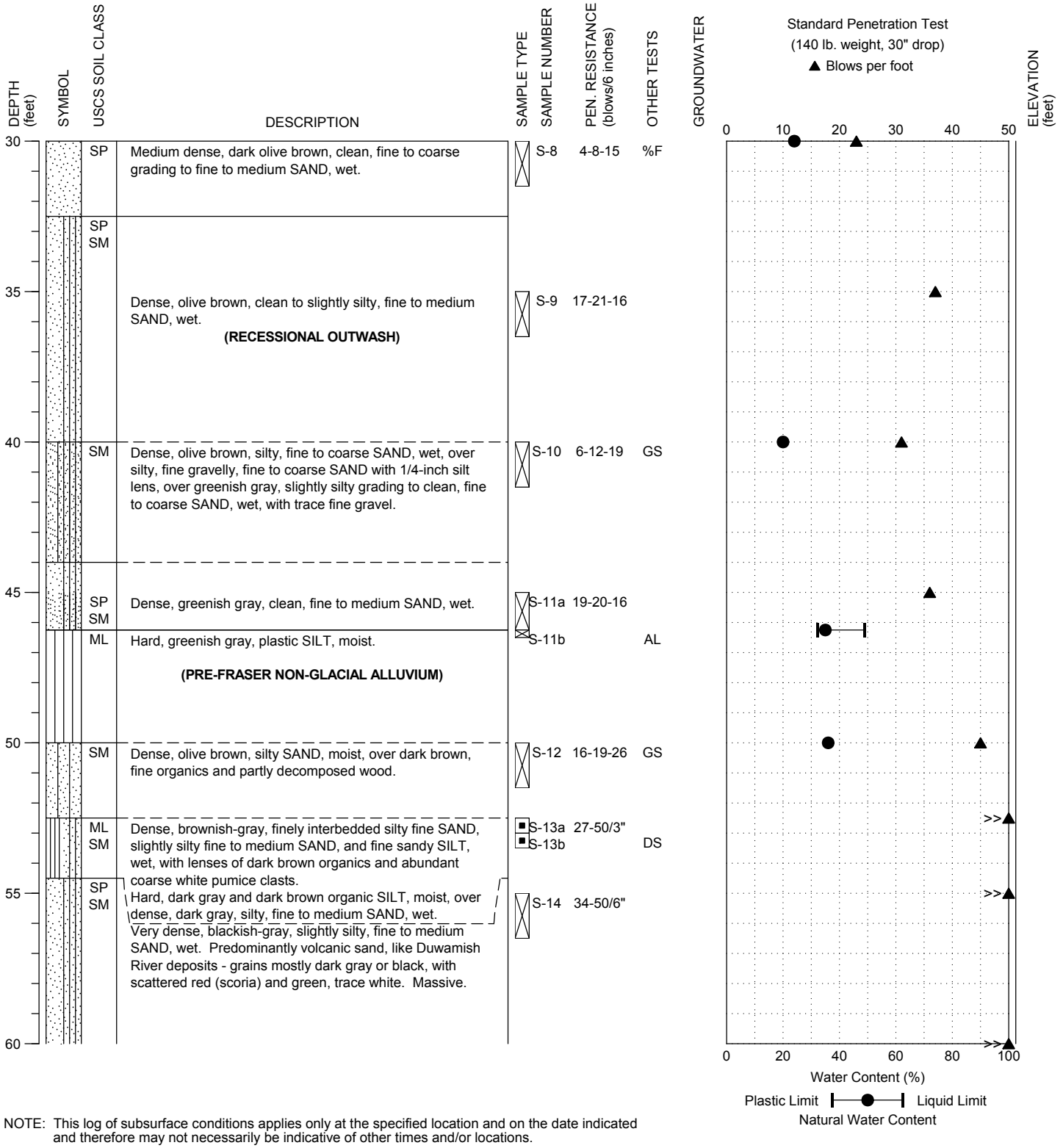
Forbes Creek Bridge Seismic Retrofit
Kirkland, Washington

BORING:
BH-3

PROJECT NO.: 2014-024-21 FIGURE: A-4

DRILLING COMPANY: Holocene Drilling
DRILLING METHOD: HSA & Mud Rotary, BK-6 Truck Rig
SAMPLING METHOD: SPT w/ Autohammer
LOCATION: See Figure 2

DATE STARTED: 3/27/2014
DATE COMPLETED: 3/27/2014
LOGGED BY: B. Thurber



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

HWA GEOSCIENCES INC.

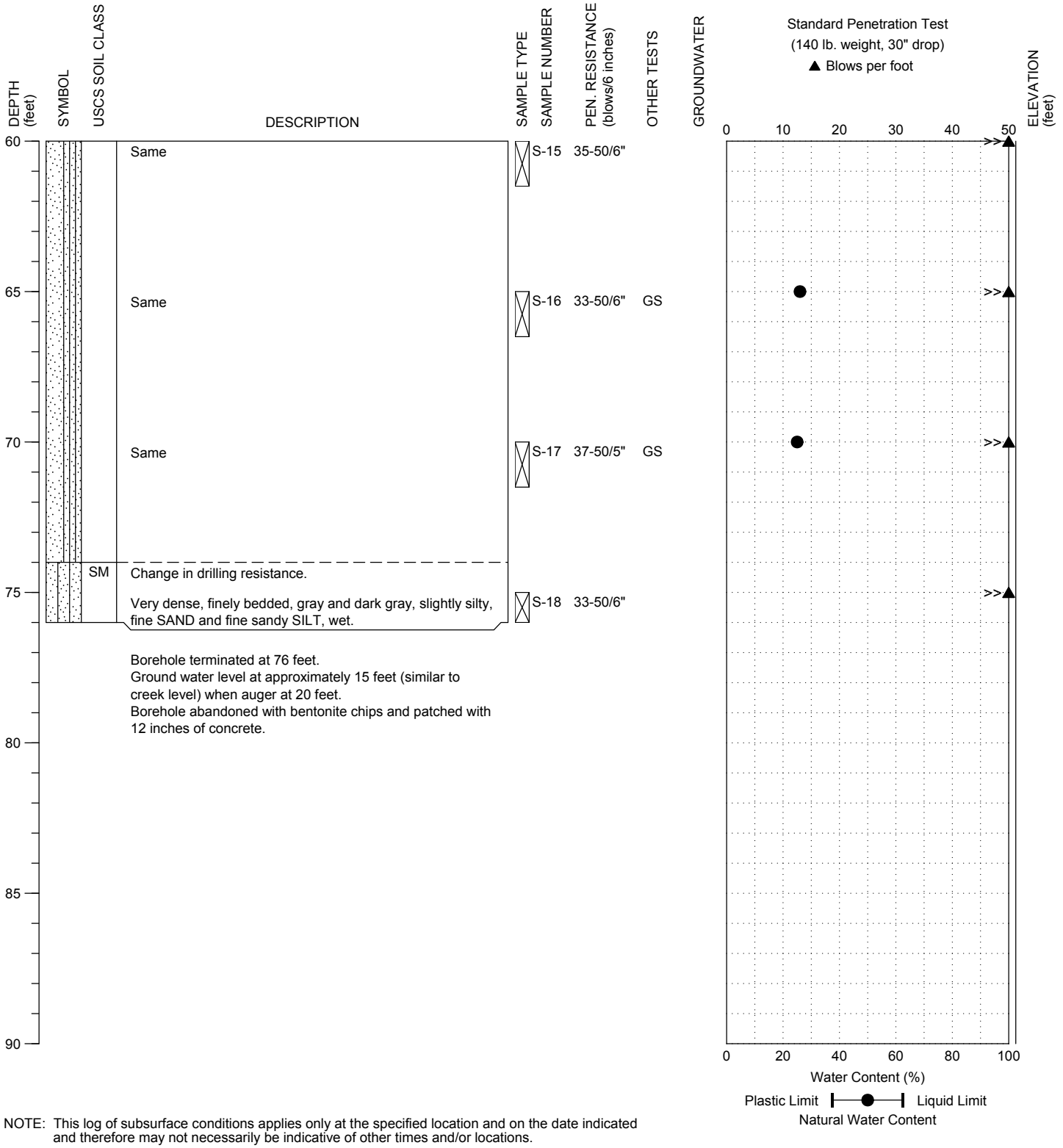
Forbes Creek Bridge Seismic Retrofit
Kirkland, Washington

BORING:
BH-3

PROJECT NO.: 2014-024-21 FIGURE: A-4

DRILLING COMPANY: Holocene Drilling
DRILLING METHOD: HSA & Mud Rotary, BK-6 Truck Rig
SAMPLING METHOD: SPT w/ Autohammer
LOCATION: See Figure 2

DATE STARTED: 3/27/2014
DATE COMPLETED: 3/27/2014
LOGGED BY: B. Thurber



Borehole terminated at 76 feet.
Ground water level at approximately 15 feet (similar to creek level) when auger at 20 feet.
Borehole abandoned with bentonite chips and patched with 12 inches of concrete.

NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

HWA GEOSCIENCES INC.

Forbes Creek Bridge Seismic Retrofit
Kirkland, Washington

BORING:
BH-3

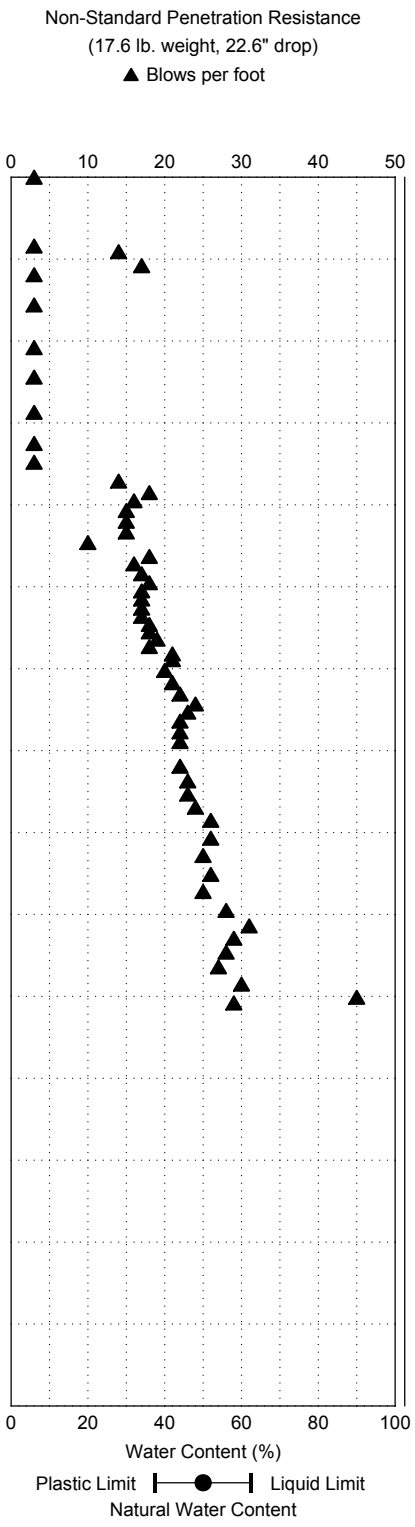
PROJECT NO.: 2014-024-21 FIGURE: A-4

DRILLING COMPANY: HWA GeoSciences Inc.
DRILLING METHOD:
SAMPLING METHOD: Dynamic Cone Penetrometer
LOCATION: See Figure 2

DATE STARTED: 10/6/2014
DATE COMPLETED: 10/6/2014
LOGGED BY: S. Ramos/D. Huling

DEPTH (feet)	SYMBOL	USCS SOIL CLASS	DESCRIPTION
0			Assumed very soft organic soils.
			Assumed alluvial soils.
5			
10			DCP was terminated at 10.1 feet below ground surface.
15			

SAMPLE TYPE
SAMPLE NUMBER
PEN. RESISTANCE (blows/6 inches)
OTHER TESTS
GROUNDWATER



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

HWA GEOSCIENCES INC.

Forbes Creek Bridge Seismic Retrofit
Kirkland, Washington

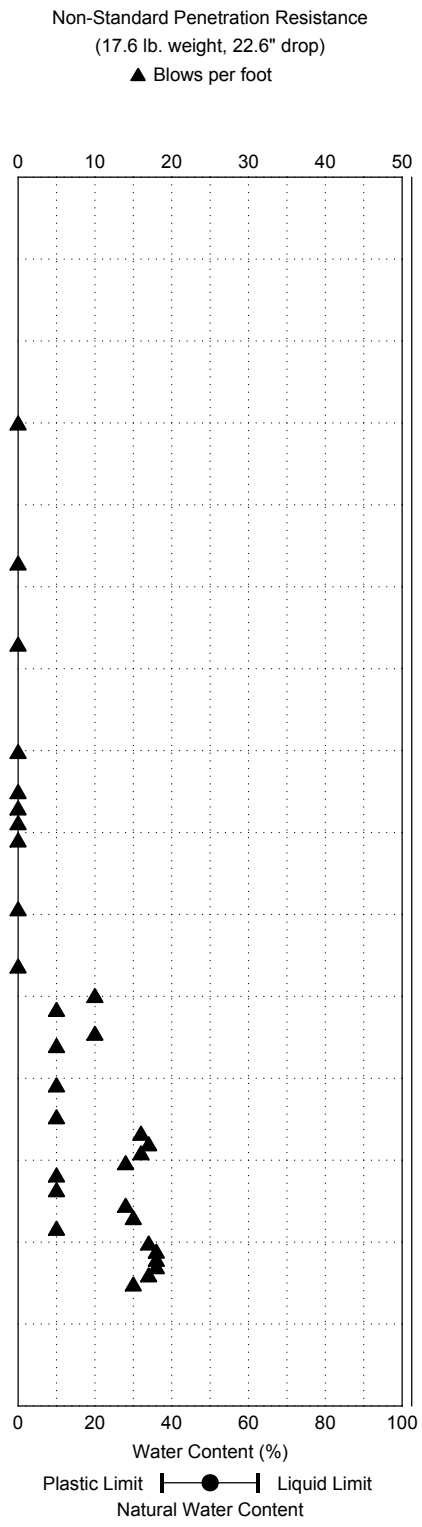
Hand Hole
DCP-1

PROJECT NO.: 2014-024-21 FIGURE: A-5

DRILLING COMPANY: HWA GeoSciences Inc.
DRILLING METHOD:
SAMPLING METHOD: Dynamic Cone Penetrometer
LOCATION: See Figure 2

DATE STARTED: 10/6/2014
DATE COMPLETED: 10/6/2014
LOGGED BY: S. Ramos/D. Huling

DEPTH (feet)	SYMBOL	USCS SOIL CLASS	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	PEN. RESISTANCE (blows/6 inches)	OTHER TESTS	GROUNDWATER	ELEVATION (feet)
0			Assumed very soft organic soils.						
10			Assumed alluvial soils.						
15			DCP was terminated at 13.5 feet below ground surface.						



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

HWA GEOSCIENCES INC.

Forbes Creek Bridge Seismic Retrofit
Kirkland, Washington

Hand Hole
DCP-2

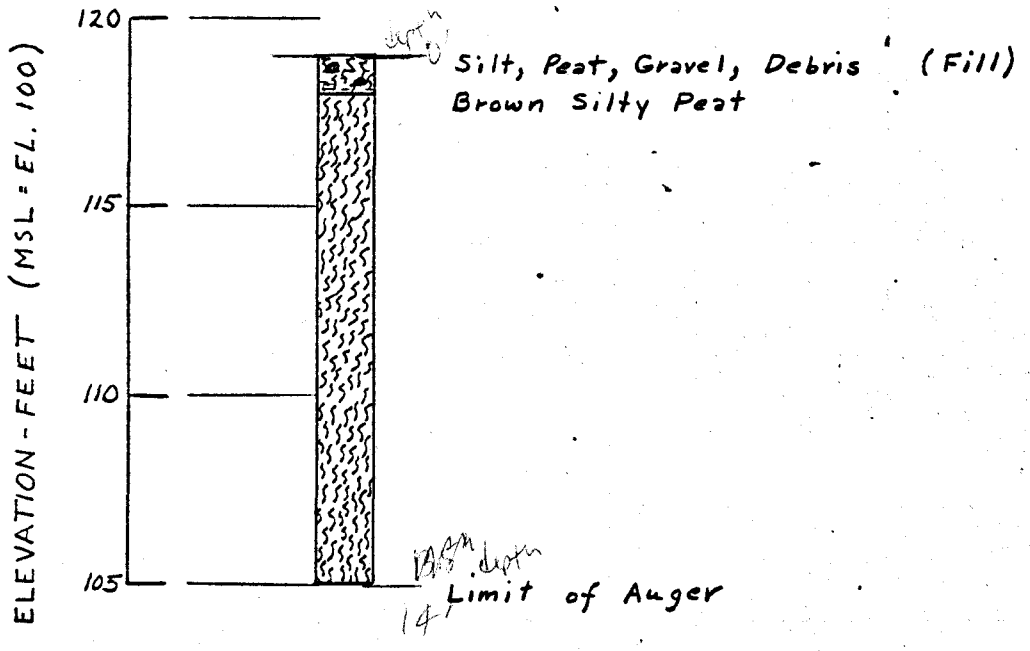
PROJECT NO.: 2014-024-21 FIGURE: A-6

CALCULATION SHEET

METROPOLITAN ENGINEERS
SEATTLE, WASHINGTON

BORING HA1

LOCATION : STATION 41+40
ELEVATION : 118 ±
DATE DRILLED : 1-4-64 ?



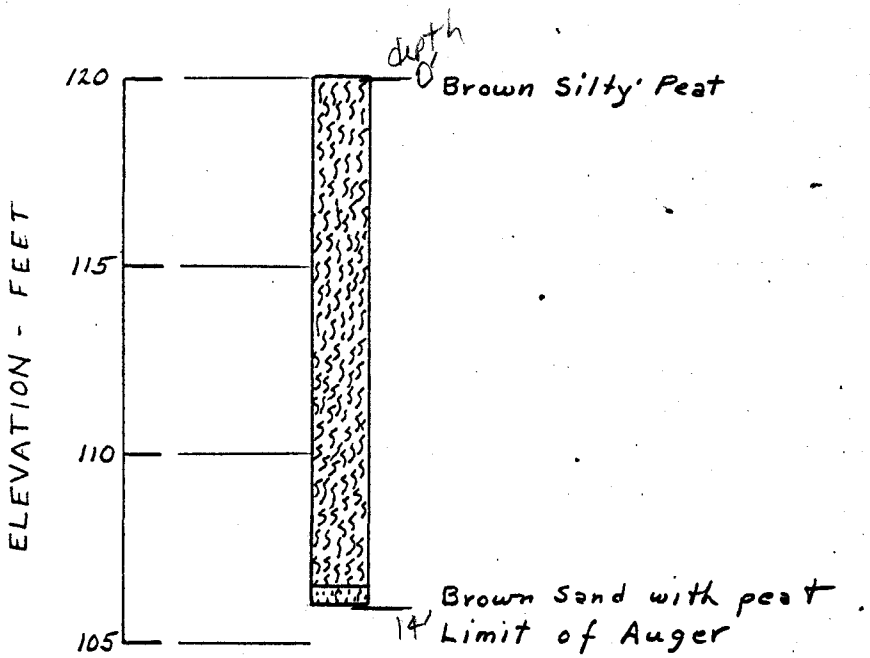
DATE	BY	JOB NO.	TITLE	PLATE
1-5-65	JCN	R215C	BORING LOG	B-1

CALCULATION SHEET

METROPOLITAN ENGINEERS
SEATTLE, WASHINGTON

BORING HA 2

LOCATION: STATION 43+82 (5' Right)
ELEVATION: 120 ±
DATE DRILLED: 1-4-65



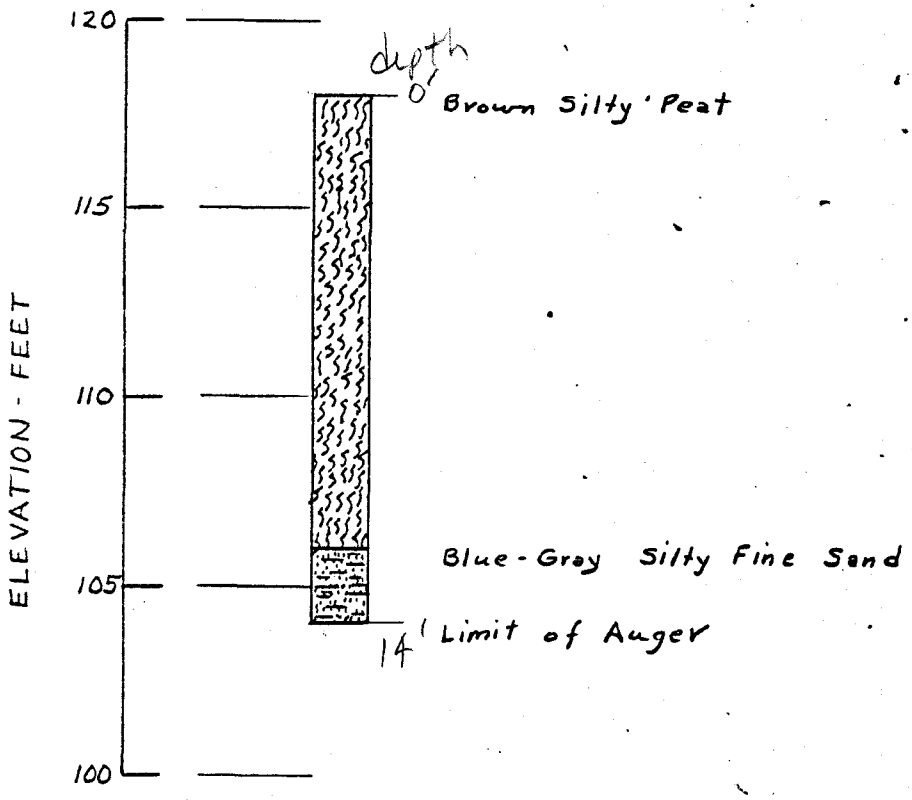
DATE	BY	JOB NO.	TITLE	PLATE
1-5-65	JCN	R215C	BORING LOG	B-2

CALCULATION SHEET

METROPOLITAN ENGINEERS
SEATTLE, WASHINGTON

BORING #3

LOCATION: STATION 45+75
ELEVATION: 118 ±
DATE DRILLED: 1-4-65



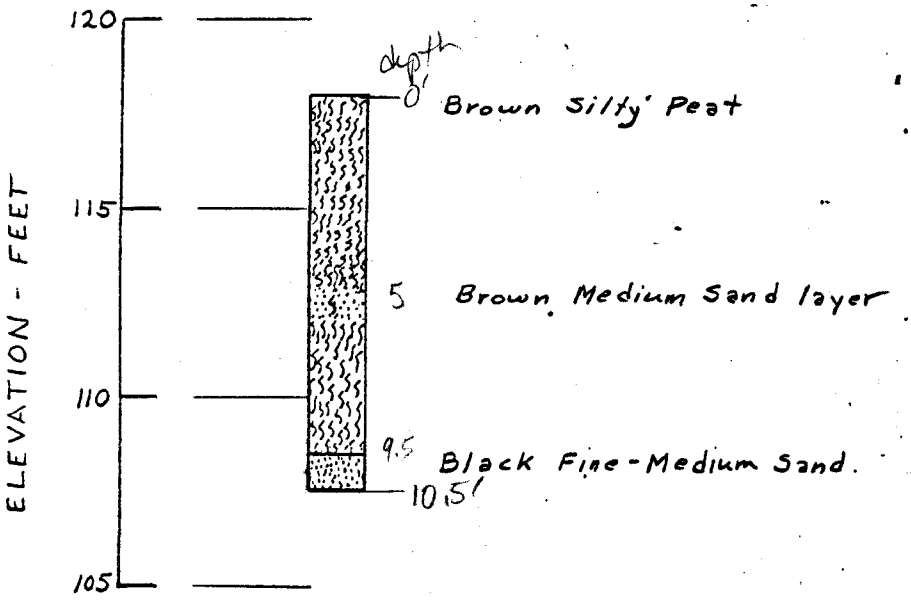
DATE	BY	JOB NO.	TITLE	PLATE
1-6-65	JCN	R215C	BORING LOG	B-3

CALCULATION SHEET

METROPOLITAN ENGINEERS
SEATTLE, WASHINGTON

BORING HA 4

LOCATION : STATION 47+75
ELEVATION : 118 ±
DATE DRILLED : 1-4-65



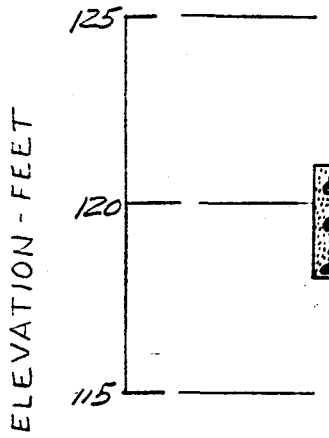
DATE	BY	JOB NO.	TITLE	PLATE
1-9-65	JCN	R215C	BORING LOG	B-4

CALCULATION SHEET

METROPOLITAN ENGINEERS
SEATTLE, WASHINGTON

BORING HA 10

LOCATION: STATION 42+23
ELEVATION: 121 ±
DATE DRILLED: 1-8-65



Brown Sand & Gravel (Fill)

Unable to auger deeper.

From the surrounding topography, the fill is estimated to be at least 6 feet thick @ this location.

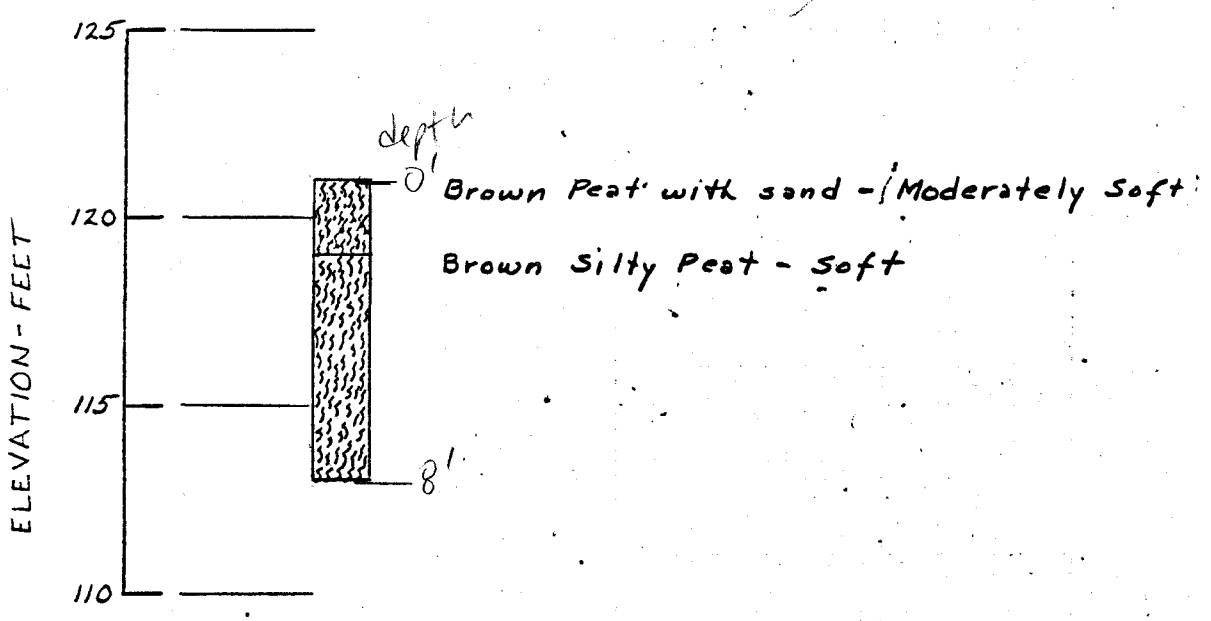
DATE	BY	JOB NO.	TITLE	PLATE
1-9-65	JCN	R215C	BORING LOG	B-10

CALCULATION SHEET

METROPOLITAN ENGINEERS
SEATTLE, WASHINGTON

BORING NO. 11

LOCATION : STATION 42+98
ELEVATION : 121 ±
DATE DRILLED : 1-8-65



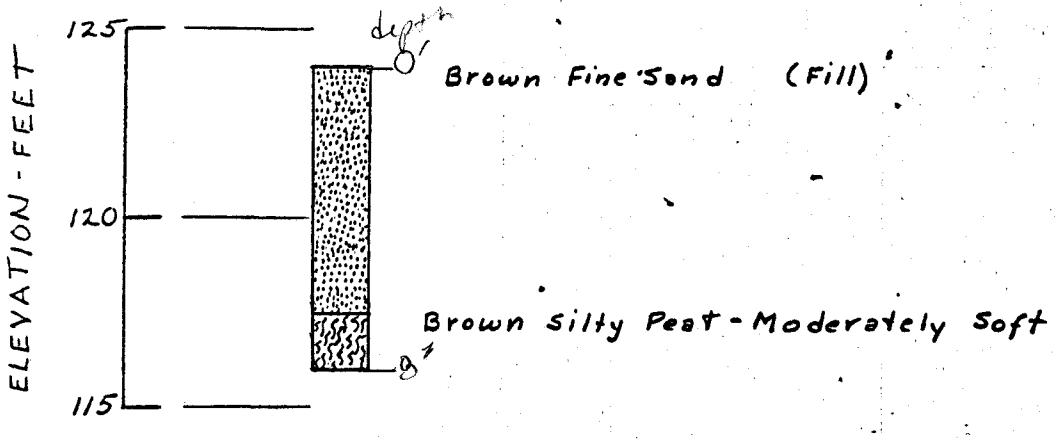
DATE	BY	JOB NO.	TITLE	PLATE
1-9-65	JCN	R215C	BORING LOG	B-11

CALCULATION SHEET

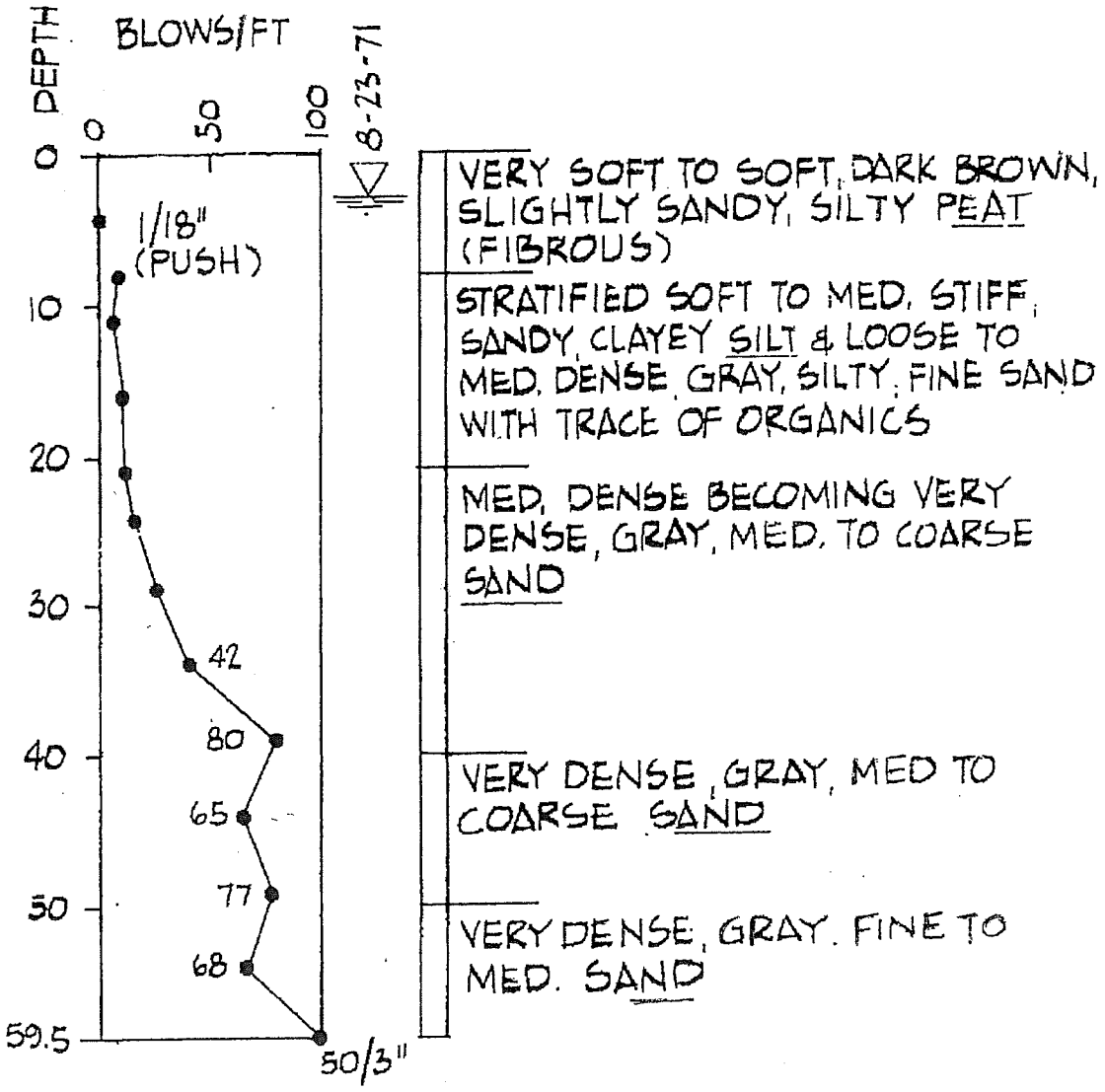
METROPOLITAN ENGINEERS
SEATTLE, WASHINGTON

BORING HA 12

LOCATION : STATION 43+72
ELEVATION : 124 ±
DATE DRILLED : 1-8-65



DATE	BY	JOB NO.	TITLE	PLATE
1-9-65	JCN	R215C	BORING LOG	B-12



BORING B-20

TEST HOLE LOCATION

This boring log was obtained from the available as built drawings.

Appendix E

Critical Areas Report

Critical Areas Report and Buffer Mitigation Plan for Market Street/ 98th Avenue NE Pedestrian/Bicycle Improvement Project

To:	Tiffany Tillison, Project Engineer, City of Kirkland Public Works Department
From:	Jaimee Cornwell, Senior Environmental Scientist
Copies:	Eva Ho, Nico Vanderhorst
Date:	September 11, 2024
Subject:	Mitigation Plan for Market Street/98th Avenue NE Pedestrian/Bicycle Improvement Project
Project No.:	21228.000 (Otak)

Introduction

The City of Kirkland Department of Public Works is planning the Market Street/98th Avenue NE Pedestrian/Bicycle Improvement Project (project) along the Market Street corridor within the City of Kirkland (City), Washington. The project includes the construction of approximately 600 linear feet of pedestrian/bicycle improvements along Market Street/98th Avenue NE (98th Avenue NE) and rectangular rapid flashing beacon (RRFB) signal improvements at the intersection of Market Street and 19th Avenue, as a part of the City's Safer Routes to School Plan. Construction is planned for the summer of 2025. This mitigation plan has been prepared to compensate for impacts to wetland buffer resulting from construction of the project pursuant to the City of Kirkland Zoning Code (KZC) 90.145. The proposed mitigation plan includes onsite buffer restoration for temporary buffer impacts and offsite credit purchase for permanent buffer impacts at the City's Advance Mitigation Program (AMP). The project is in the same basin as the City's AMP.

Project Location

The northern pedestrian/bicycle portion of the improvement project is located on the east side of 98th Avenue NE immediately north of the Forbes Creek crossing and the southern RRFB portion of the improvement project is approximately 0.35-mile south, at the intersection of Market Street and 19th Avenue (Attachment B: Figure 1 Vicinity Map). The project is in Section 31 of Township 26 North, Range 05 East of the Willamette Meridian. The project is additionally located in the Lake Washington-Sammamish River basin (HUC 171100120400), within the Forbes Creek sub-basin of the Cedar-Sammamish watershed (Water Resource Inventory Area [WRIA] 8). Land uses within the Cedar-Sammamish watershed primarily consist of suburban and urban residential, commercial, and industrial developments, with forestlands in areas east of the Cascade foothills.

Project Description

Project elements include the construction of approximately 600 linear feet of new sidewalk along the east side of 98th Avenue NE, from the north end of the Forbes Creek bridge to the emergency access road at NE 110th Street and RRFB signal improvements at the intersection of Market Street and 19th Avenue. Construction of the sidewalk improvements along the east side of 98th Avenue NE will include installation of a 5-foot width cement concrete sidewalk with thickened edge and vertical curb, light poles, and split-rail

fencing. Construction of RRFB signal improvements at the intersection of Market Street and 19th Avenue will include installation of a cement concrete sidewalk with concrete curb and gutter, cement concrete curb ramp, mountable median curb, pavement marking and traffic signage, 2 RRFB poles, and landscaping.

The purpose of the proposed project is to improve pedestrian and bicycle safety along 98th Avenue NE and Market Street as a part of the City's Safer Routes to School Plan. Construction equipment may include but will not be limited to, asphalt saws, asphalt miller, roller, asphalt paver, cement truck, dump trucks, backhoes, service cranes, auger or drill rigs, and utility trucks. Prior to any ground disturbance, all temporary erosion and sediment control (TESC) measures and construction best management practices (BMPs) will be installed to minimize erosion and site disturbance.

Impacts to critical areas (wetlands and streams) have been avoided and impacts to critical area buffers have been minimized to the maximum extent possible. However, construction of the sidewalk improvements along 98th Avenue NE will result in minor permanent and temporary impacts to wetland buffer. Project work at the intersection of Market Street and 19th Avenue will not result in any impacts to critical areas or their buffers, therefore, the southern portion of the project will not be discussed further within this document.

Existing Habitat Conditions

Land use in the 98th Avenue NE project area primarily consists of the existing 98th Avenue NE roadway, existing paved shoulders, emergency access road to NE 110th Street, paved accesses to adjacent private properties, and scrub-shrub wetland and upland buffer vegetated areas located adjacent to the road shoulder (Attachment B: Figure 2 Project Site Map).

During field work completed in August 2023, the western edge of one large wetland, Wetland A, was delineated and flagged along the east side of 98th Avenue NE adjacent to the project area, as documented in the Market Street/98th Avenue NE Pedestrian & Bicycle Improvements Project Wetland Delineation Report (The Watershed Company 2023). Wetland A is located within a large topographic depression and one stream, Forbes Creek, is contained within its boundaries. Wetland A extends north of the Forbes Creek crossing on 98th Avenue NE and southeast-northwest with the northwest edge bordering Lake Washington. The full extent of Wetland A was not evaluated due to its large size, estimated as approximately 80 acres. Wetland A is associated with Lake Washington, a shoreline of the state and is regulated under Chapter 90 of the KZC, which is incorporated into the Shoreline Master Program. Wetland A has been rated as a Category II depressional wetland, although it also contains slope, depressional, and lake fringe wetland hydrogeomorphic classes, and may additionally include riverine. Wetland A has a habitat score of 8 points. Per KZC 90.55.1, Wetland A has a 225-foot buffer. Refer to Attachment B: Figure 2 Project Site Map which depicts the location of Wetland A and the Department of Natural Resources mapped location of Forbes Creek. Table 1 below lists the Cowardin and hydrogeomorphic classifications, Ecology rating, size, and buffer width.

Table 1. Delineated Wetlands within the Project

Wetland	Wetland Classification		Ecology Rating	Wetland Size[3] (acres)	Standard Buffer Width (feet)[4]
	Cowardin[1]	HGM	Category (Habitat Score)[2]		
A	PEM/PSS/PFO/PAB	Depressional	II (8)	80	225

1. Cowardin et al. (1979) class based on vegetation: PEM = Palustrine Emergent, PSS = Palustrine Scrub Shrub, PFO = Palustrine Forested, PAB = Palustrine Aquatic Bed.
2. Wetlands rated according to Hruby (2014).
3. Wetland size is the estimated total area.
4. Standard buffer width per KZC 90.55 based on rating category and habitat score.

Forbes Creek flows within Wetland A but was not delineated because its buffers are less encumbering to the project. Forbes Creek is a Type F perennial-fish bearing stream that flows northwest through Wetland A, discharging to Lake Washington. The Forbes Creek crossing at 98th Avenue NE is not a documented fish passage barrier (WDFW 2024). The city requires a standard 100-foot buffer for Forbes Creek. Photographs of the existing habitat conditions in the project area are shown in Attachment A.

Project Impacts

Unavoidable Project Impacts

A total of 0.036-acre (1,560 square feet [SF]) of wetland buffer will be permanently impacted from construction of the new 5-foot sidewalk with light poles to be located on the east side of the existing paved bike lane along 98th Avenue NE. An additional 0.040-acre (1,740 SF) of wetland buffer will be temporarily impacted by grading and other ground disturbing activities during construction. Although the project is adjacent to (west of) a Shoreline Management Act designated wetland (Wetland A), the entire project site is located outside of the wetland, so no impacts to areas under the jurisdiction of the Shoreline Management Act will occur. Permanent and temporary buffer impacts are summarized in Table 2 below (Attachment B: Figure 3 Impact Map).

Table 2. Summary of Wetland Buffer Impacts

Resource	Buffer Impacts[1] (acres/square feet)	
	Permanent	Temporary
Wetland A Buffer	0.036/1,560	0.040/1,740

1. Overlapping riparian and wetland buffers are treated as wetland buffer.

Permanent buffer impact areas are located within existing road shoulders mainly dominated by non-native species of grasses and forbs; dominant species include bentgrass (*Agrostis* sp.), reed canarygrass (*Phalaris arundinacea*), dovefoot geranium (*Geranium molle*), creeping buttercup (*Ranunculus repens*), common dandelion (*Taraxacum officinale*), oxeye daisy (*Leucanthemum vulgare*), yarrow (*Achillea millefolium*), bedstraw (*Galium* sp.), common groundsel (*Senecio vulgaris*) and Himalayan blackberry (*Rubus armeniacus*). Permanent buffer impact areas are generally low functioning due to their disturbed nature, being truncated by 98th Avenue NE, and their lack of structural diversity.

Temporary buffer impact areas consist of the same dominant understory species, as well as a few ornamental cherry (*Prunus* sp.) and red alder (*Alnus rubra*) trees located in areas beyond the unpaved shoulders, and an area in the northern portion of the buffer with red-osier dogwood (*Cornus sericea*) shrubs and Pacific willow (*Salix lasiandra*) shrubs/trees in the overstory. Most temporary buffer impact areas are low functioning because these portions of the buffer are truncated by 98th Avenue NE. However, the area in the northern portion of the buffer contains trees and shrubs in the overstory, thereby providing greater structural diversity and increased habitat function. Although trees and shrubs may be trimmed, neither shall be removed for the project.

Mitigation Sequencing

According to KZC 90.145(2) Mitigation Sequencing is to be implemented when impacts to a critical area or buffer are proposed. The project follows the appropriate sequence for mitigating project related impacts as follows:

- *Avoiding* impacts entirely.
- *Minimizing* impacts when unavoidable.
- *Rectifying* impacts by repairing, rehabilitating, or restoring the affected environment.
- *Reducing or Eliminating* impacts over time through preservation and maintenance operations during the life of the action.
- *Compensating* for impacts by providing or preserving substitute resources or environments.
- *Monitoring* impacts and compensation projects and take appropriate corrective measures.

Avoidance

The proposed project has been designed to completely avoid impacts to Wetland A and Forbes Creek, so no in-water work is proposed. Impacts to Wetland A and Forbes Creek have been entirely avoided by limiting the width of the existing paved bike lane along the east side of 98th Avenue NE to a 5-foot width instead of the standard 6-foot width. Wetland impacts have been further avoided through installation of a thickened edge sidewalk in areas adjacent to the edge of Wetland A; the thickened edge sidewalk will act as a retaining wall so no grading within the wetland will be necessary.

Minimization

Unavoidable buffer impacts were minimized due to portions of the project being located within and immediately adjacent to (east of) the outer edge of existing asphalt and adjacent weed-dominated road shoulders. Additional minimization measures include the implementation of TESC measures and construction BMPs, such as installation of high visibility silt fencing to prevent unauthorized clearing and to further avoid and minimize erosion and unnecessary site disturbances. All TESC and BMPS will be implemented prior to any ground disturbance.

Rectify

Temporary buffer impacts will be rectified through onsite buffer restoration by reseeding disturbed areas with a native seed mix, to be accomplished prior to the completion of construction.

Reduce

Both permanent and temporary project impacts will be reduced over time. Permanent impacts will be reduced through off-site preservation via credit purchase at the City's AMP. Similarly, temporary impacts will be reduced through ongoing maintenance of TESC and BMP measures during the duration of the project to ensure they remain in a state of good repair. Temporary impacts will be further reduced over time through onsite buffer restoration and the regrowth of any trimmed shrubs or trees.

Compensate

Permanent buffer impacts will be compensated for outside of the project site within the City's AMP site that is located adjacent to the project, within the same watershed. Therefore, all buffer impacts and buffer impact resolution will be completed within the same wetland buffer, demonstrating a watershed approach based on best available science per KZC 90.10.

Monitor

Temporary impacts to be rectified through onsite restoration will be monitored over a three-year period.

Onsite Mitigation

A total of 0.040-acre (1,740 SF) of impacts to the buffer of Wetland A will be temporarily impacted and rectified at a 1:1 ratio per KZC 90.150(2) through onsite restoration by reseeding all temporarily disturbed areas with a native grass mix. The grass mix consists of five native species and was selected based on its suitability for the project location. The native seed mix will be tilled with approximately 3 inches of fine compost into the upper 6 inches of the soil. Reseeding temporarily impacted buffer areas with native grasses will not only restore disturbed soils to their existing vegetated condition but will additionally provide a functional lift through the conversion of existing weed dominated habitat to native species dominated habitat, ultimately enhancing buffer function in this area. Mitigation will additionally include installation of protective split rail fencing to prevent disturbance to adjacent Wetland A. The reseeding of all temporarily disturbed areas and installation of protective fencing will be completed prior to the completion of construction per KZC 90.145(5)(a). Table 3 below provides the native species of grasses that will be used along with their quantities (Attachment B: Figure 4 Onsite Buffer Restoration Map).

Table 3. Wetland Restoration Plant List

Species		Erosion Control Seed Mix	
Common Name	**Scientific Name**	**Percentage**	**Quantity (square feet)**
Spike bentgrass	*Agrostis exarata*	2	35
California brome	*Bromus carinatus*	35	616
Tufted hair grass	*Deschampsia cespitosa*	3	53
Red fescue	*Festuca rubra*	20	352
Meadow barley	*Hordeum brachyantherum*	40	704
Total			**1,760**

Seeding rate is 1.00 pounds per square foot.

Monitoring and Maintenance

Buffer restoration efforts will only be applied to the herbaceous stratum, so annual monitoring and maintenance shall be performed for a three year period in accordance with KZC 90.160(2). Monitoring and maintenance will begin during the first growing season following reseeding and shall be accomplished at the discretion of the City's Planning Official.

Goals

- Restore temporarily disturbed soils.
- Convert existing weed dominated habitat to a native species dominated habitat using species suitable for the project location.
- Limit noxious weed cover within the buffer restoration area.

Performance Standards

The following performance standards shall be used to measure the success of mitigation efforts:

- Year 1: 100 percent survival of reseeded areas through a combination of survival and reseeding efforts.
- Year 2: 80 percent survival of reseeded vegetation.
- Year 3: At least 80 percent native vegetation coverage on average within the buffer restoration area.
- All Years: Less than 10 percent cover of noxious weeds specified on the King County weed list, except less than 20 percent cover of reed canarygrass, due to the pre-existing proximate monoculture within Wetland A.
- No presence of knotweed at any time throughout the duration of the three-year monitoring and maintenance.
- If performance standards are not met at any time during the three-year monitoring and maintenance period, a contingency plan that identifies corrective actions and their duration will be implemented.

Financial Security

Pursuant to KZC 90.165, a financial security is required to ensure monitoring and maintenance performance standards are met; however, it is not anticipated to be necessary for this project.

Offsite Credit Purchase

A total of 0.036-acre (1,560 SF) of permanent impacts to the buffer of Wetland A will be mitigated through a credit purchase from the city-owned AMP (Attachment B: Figure 5 Advance Mitigation Program Map). The City's AMP is adjacent to the project site and located within a portion of Wetland A and its associated buffer; therefore, all mitigation will occur within the same aquatic basin (Lake Washington-Sammamish River) as the project impacts. The AMP is owned by the city and was constructed by The Watershed Company in 2018 as a mitigation site to be used in advance of City projects to offset impacts to wetland and stream buffer habitats per KZC 90.145.4.c. The City's Public Works and Building and Planning Departments approved the use of the AMP to satisfy the compensatory wetland buffer mitigation requirements for the Market Street/98th Avenue NE Pedestrian/Bicycle Improvements project on November 27, 2023.

Site Selection Rational

The AMP site was selected as compensation for permanent project wetland buffer impacts due to its location being adjacent to the project site and containing the same wetland buffer as will be impacted by the project. The AMP occurs within the same basin as the project – Lake Washington-Sammamish River basin (HUC #171100120400) and the project is located within the approved service area of AMP.

Comparison of Habitat Functions Lost and Gained

The proposed project will permanently impact low functioning roadside wetland buffer dominated by a mixture of nonnative grasses and forbs and invasive Himalayan blackberry shrubs. Permanent buffer impact areas are assumed to be maintained (mowed) because they are located within the 98th Avenue NE right-of-way (ROW).

Water quality improvement is the primary wetland buffer function that will be impacted by the project. The existing roadside grasses and forbs filter stormwater runoff from the adjacent road and improve infiltration. Habitat value is low in the permanent buffer impact areas, due to the buffer being truncated by 98th Avenue NE, routine maintenance (mowing) activities that result in a lack of structural diversity. The AMP site will provide suitable mitigation for the project's impacts to water quality functions by improving upon the existing weed dominated grass habitat within the project site, through preservation of enhanced buffer habitat dominated by native forbs, shrubs, and trees, providing improved vegetative structure, interspersion of habitats, and wildlife habitat connectivity. Therefore, the purchase of credits from the AMP site will provide sufficient compensation to offset the permanent wetland buffer functions that will be impacted by the project.

Proposed Mitigation Ratio

The City's AMP uses a 1:1 mitigation ratio to determine the adequate number of credits that need to be purchased to offset project impacts to wetland or stream buffer. As such, a total of 0.04 mitigation credits will be purchased by the City of Kirkland's Department of Public Works resulting in a 1:1 compensation ratio, consistent with KZC 90.150(2) and as shown below in Table 3. The AMP credits will be purchased in advance of issuance of the development permit per KZC 90.145(1)(a) and the Credit Accounting Ledger will be provided by the city as documentation prior to the issuance of a land surface modification per KZC 90.145(1)(c) (Attachment C: City of Kirkland Advance Mitigation Program Accounting Ledger).

Table 3. Summary of Wetland Buffer Impacts

Resource	Permanent Impacts		Mitigation Ratio	Credits Needed[1]
	Square Feet	Acres		
Wetland Buffer				
Herbaceous/Grass	1,560	0.036	1:1	0.04
Total				**0.04**

1. The amount of credits needed has been rounded to the hundredths for consistency with the AMP Credit Ledger.

No Net Loss Determination

The project will result in permanent and temporary impacts to wetland buffer habitat regulated under KZC 90.55 (Wetlands and Associated Buffer Standards), 90.145 (Mitigation), and 90.150 (Wetland Compensatory Mitigation). A total of 0.40-acre (1,740 SF) of temporary buffer impacts will be mitigated for onsite through buffer restoration and 0.36-acre (1,560 SF) of permanent buffer impacts will be mitigated for offsite at the City's adjacent AMP. The project will result in no net loss of critical area functions or values due to the proposed combination of onsite buffer restoration and offsite purchase of mitigation credits from the City's AMP per KZC 90.145 (Mitigation - General).

Public Agency and Public Utility Exception

The proposed Market Street/98th Avenue NE Pedestrian/Bicycle Improvements project will be constructed under a Public Agency and Public Utility Exception pursuant to KZC 90.45. The project specifically meets the following decisional criteria for a Public Agency and Public Utility Exception per KZC 90.45(3):

- There is no other practical alternative to the proposed project with less impact on the critical areas or buffer per KZC 90.45(3).
- Strict application of this chapter would unreasonably restrict or prohibit the ability to provide public utilities or public agency services to the public.
- The project minimizes impacts to the critical area buffer through mitigation sequencing, and through type and location of mitigation, pursuant to KZC 90.45 and 90.150, as applicable, including locating the facility in previously disturbed areas.
- The proposed project protects and enhances critical area buffer functions and values, consistent with best available science and the objective of no net loss of critical area functions and values.

The proposed project additionally meets the following submittal requirements for a Public Agency and Public Utility Exception per 90.45(4):

- The project does not meet the standards outlined in KZC 90.115(2) for buffer averaging.
- The project does not meet the standards for structure setback according to KZC 90.140.

Attachments

A: Site Photographs
B: Figures 1-5
C: City of Kirkland AMP Accounting Ledger

Photo 1. **View north from 98th Avenue NE bridge; Wetland A and Forbes Creek are to the east and the project site is in the background north of the bridge.**

Photo 2. **View east from 98th Avenue NE bridge over Wetland A with Forbes Creek flowing through the wetland.**

Photo 3. **View north from 98th Avenue NE bridge at existing bike lane, curb, and sidewalk along the east side of the road. Wetland A spans both sides of the bridge; the south end of the project is on the north side of the bridge.**

Photo 4. **View north from the southern portion of the project site at the existing sidewalk and split rail fence on the east side of 98th Avenue NE. The buffer of Wetland A and Wetland A (downslope) are east of the fence.**

Photo 5. **View north from central portion of the project at existing bike lane, curb, and sidewalk on the east side of 98th Avenue NE. The split rail fence extends through the buffer of Wetland A and Wetland A is downslope to the east.**

Photo 6. **View north at existing bike lane bordered by the buffer of Wetland A. The pink flag is tied at the east side of Wetland A.**

Photo 7. **View north at north end of project site from existing bike lane bordered by the buffer of Wetland A.**

Photo 8. **View south at the project site from the north end of the project. The buffer of Wetland A is east of the existing bike lane, with portions of Wetland A located east of that.**

Photo 9. **View north at the City of Kirkland's Advance Mitigation Program site, south of the project on the east side of the 98th Avenue NE bridge. Upland area in foreground is one of the Wetland Buffer Enhancement Areas within the site.**

Photo 10. **View northeast at the City's Advance Mitigation Program site south of the project site. Upland Buffer Enhancement Area is in foreground with Wetland Enhancement Areas downslope in the background.**

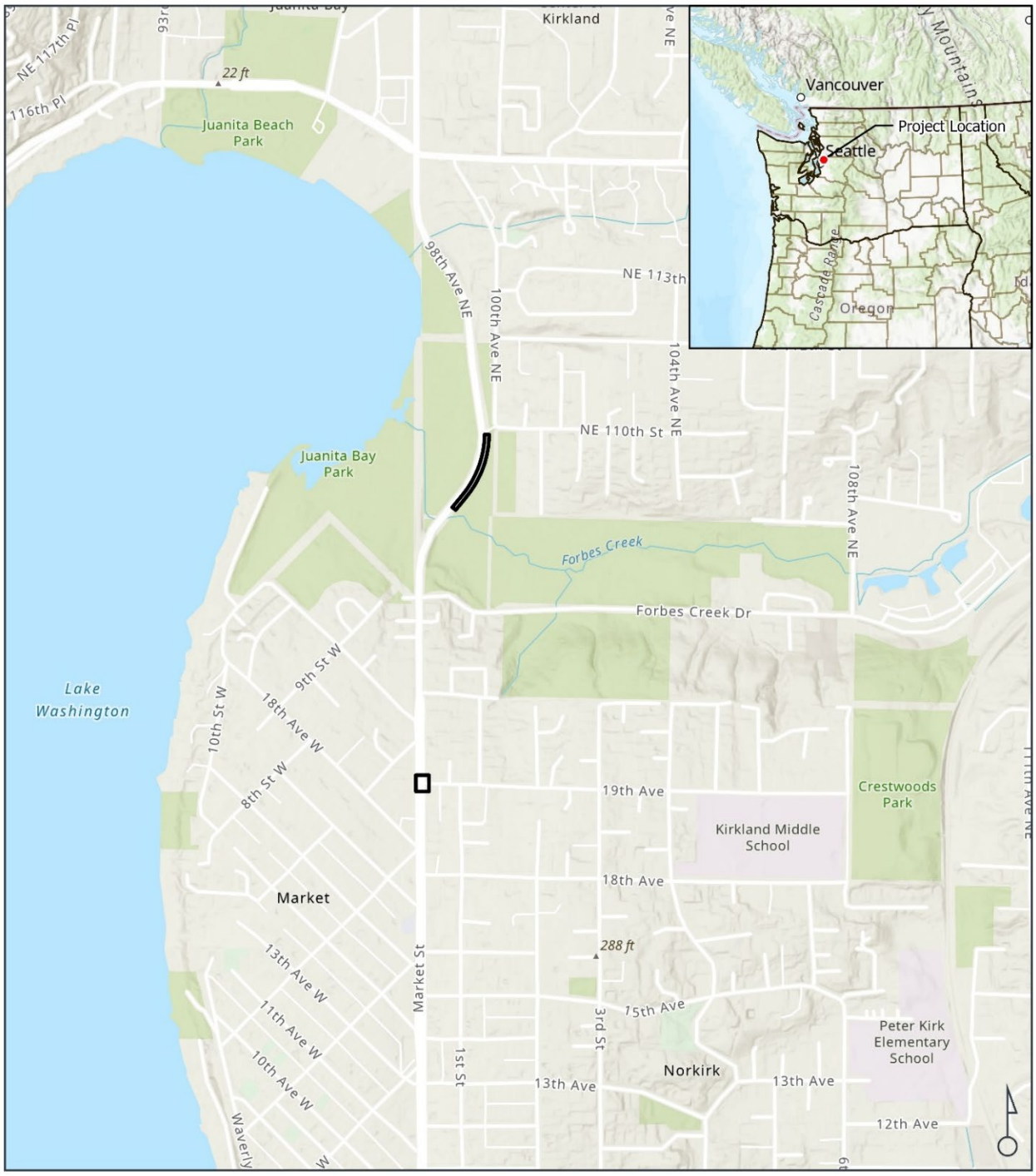


FIGURE 1
VICINITY MAP

MARKET STREET/98TH AVENUE NE PEDESTRIAN/BIKE IMPROVEMENT | 21228
CITY OF KIRKLAND, WASHINGTON

Data Sources:
Date: 3/6/2024
Disclaimer: This data is not to survey accuracy and is meant for planning purposes only.

O:\PROJECT\21200\21228\04 CAD\GIS\MXDs\MitigationPlan_21228.aprx

LEGEND

Project Site

ft
0 1,000

Otak

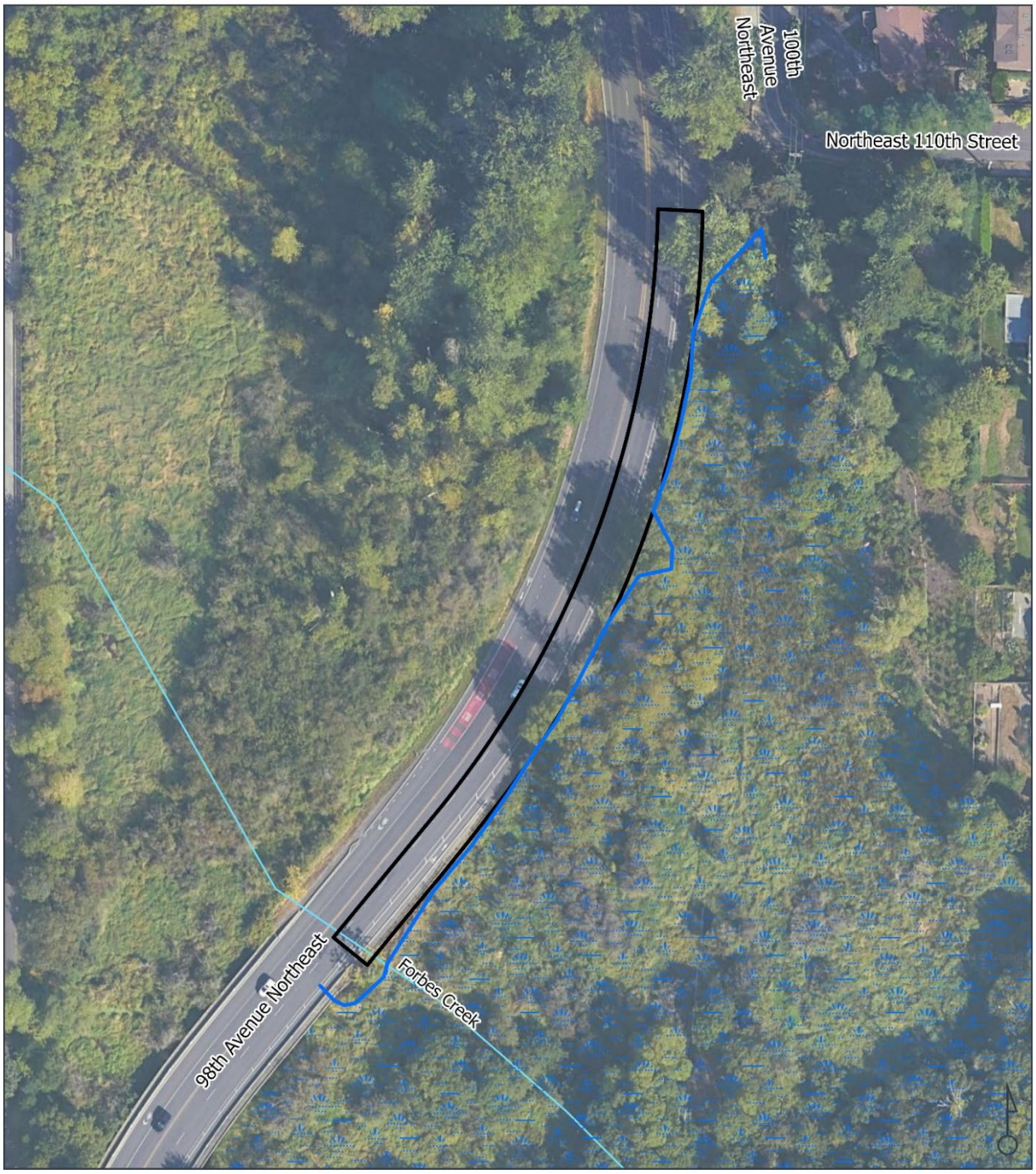


FIGURE 2
PROJECT SITE MAP

MARKET STREET/98TH AVENUE NE PEDESTRIAN/BIKE IMPROVEMENT | 21228

CITY OF KIRKLAND, WASHINGTON

Data Sources:
Date: 3/5/2024
Disclaimer: This data is not to survey accuracy and is meant for planning purposes only.

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LEGEND

- Project Site
- Wetland Boundary
- Wetland Area
- WA DNR Stream Inventory

Lines are approximate.

0 100 ft

Otak

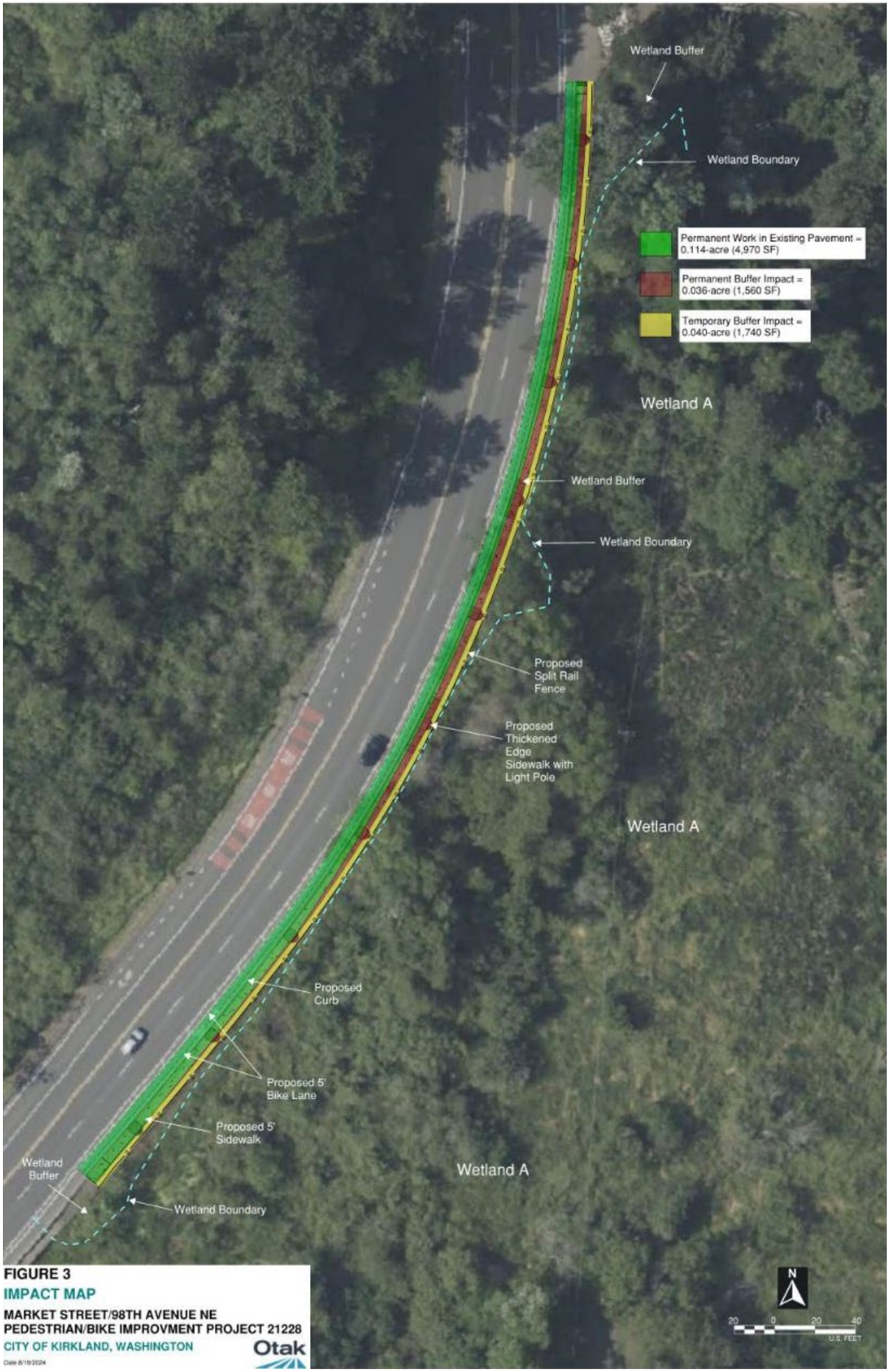

FIGURE 3
IMPACT MAP
MARKET STREET/98TH AVENUE NE PEDESTRIAN/BIKE IMPROVMENT PROJECT 21228
CITY OF KIRKLAND, WASHINGTON
Otak
Date 8/19/2024

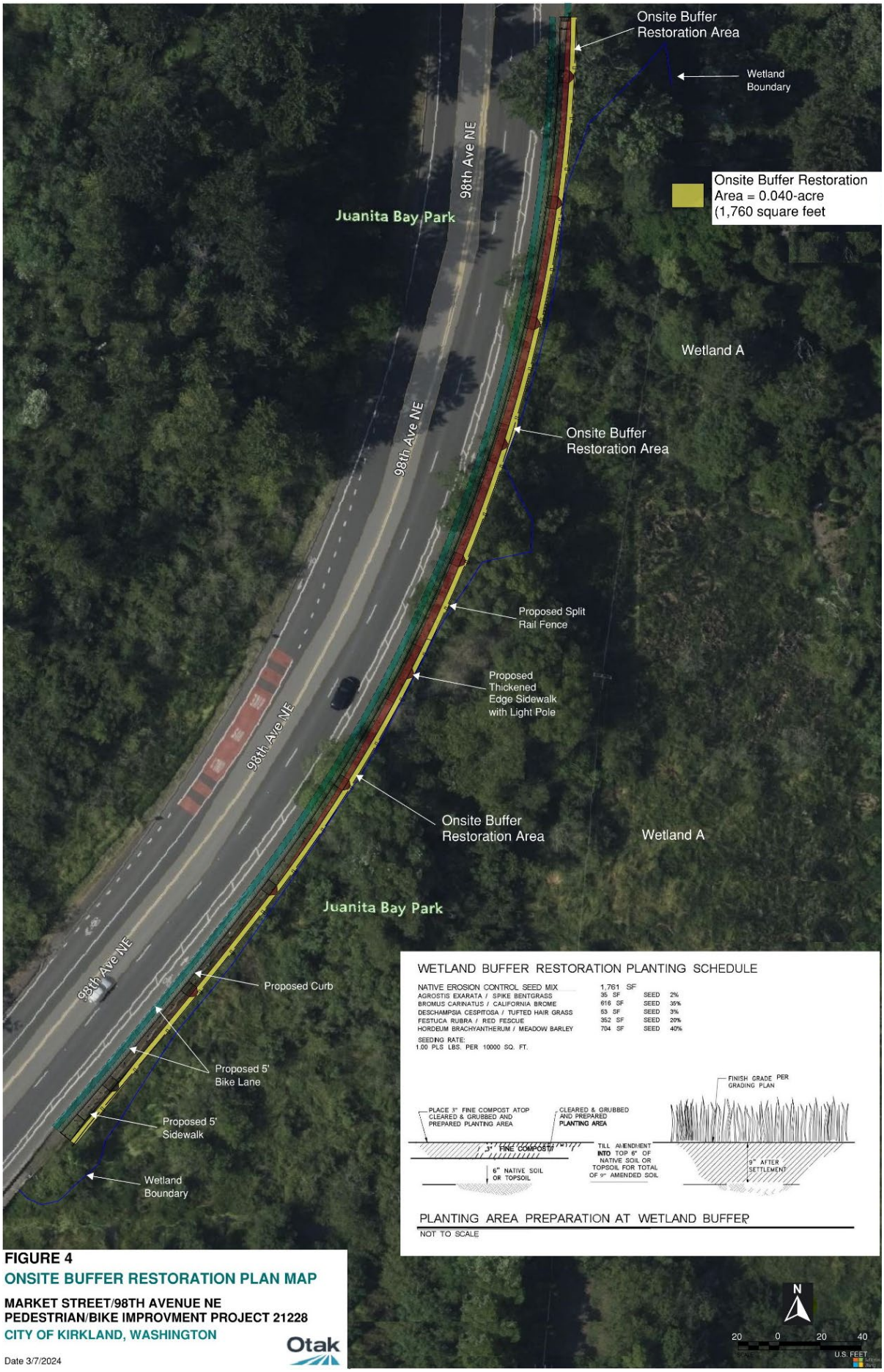

FIGURE 4

ONSITE BUFFER RESTORATION PLAN MAP

MARKET STREET/98TH AVENUE NE PEDESTRIAN/BIKE IMPROVMENT PROJECT 21228

CITY OF KIRKLAND, WASHINGTON

Otak

Date 3/7/2024

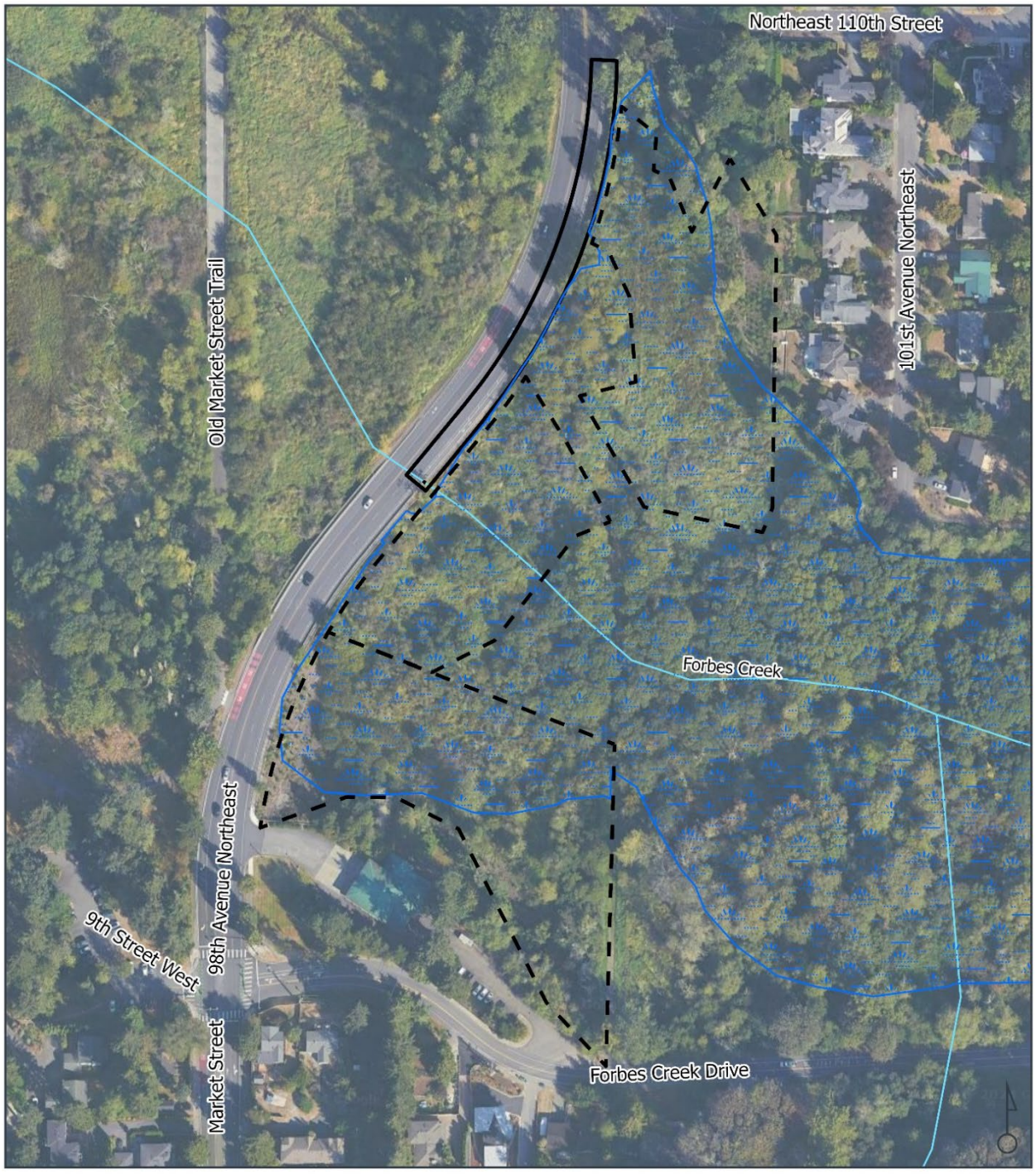

FIGURE 5

CITY OF KIRKLAND
ADVANCE MITIGATION PROGRAM
MARKET STREET/98TH AVENUE NE
PEDESTRIAN/BIKE IMPROVEMENT | 21228
CITY OF KIRKLAND, WASHINGTON

Data Sources:
Date: 3/5/2024
Disclaimer: This data is not to survey accuracy and is meant for planning purposes only.

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LEGEND

- Project Site
- Advance Mitigation Program Areas
- Wetland Area
- WA DNR Stream Inventory

Lines are approximate.

ft
0 175

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Attachment C:

City of Kirkland Advanced Mitigation Program Site - Mitigation Accounting Ledger

Upon approval, the ledger will be updated to reflect the credits purchased for the project and shall be available upon request.