Set No. _____

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

# 2025 Street Overlay Project

# Job No. 07-25-PW

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

**CITY OF KIRKLAND**
**DEPARTMENT OF PUBLIC WORKS**

**2025 STREET OVERLAY PROJECT**
**CIP NO. STC0060025/STC0060325**
**JOB NO. 07-25-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.


04-14-25

Will Denton, P.E.
Senior Project Engineer

***Approved for Construction:***

George Minassian, P.E.
Interim Capital Projects Manager

# CITY OF KIRKLAND
# GENERAL TABLE OF CONTENTS

# INVITATION TO BID

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at 2:00 PM, local time on May 8th, 2025, for the project hereinafter referred to as:

**2025 STREET OVERLAY PROJECT**
**CIP NO. STC0060025/STC0060325**
**JOB NO. 07-25-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 construction of the **2025 Street Overlay Project**. Specific work includes, but is not limited to, replacement of damaged cement concrete curb, gutter, and sidewalks, installation of ADA sidewalk ramp, erosion control, preparation and resurfacing of asphalt concrete roadway, pavement repair, pavement markings, traffic signal loops, traffic control and other work. Contract award will be made to the lowest, responsible, responsive bidder **based on the total of all bid schedules**. The estimated cost for this project is in a range of $1,700,000 to $2,000,000.

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 **via email** to Will Denton, P.E. at wdenton@kirklandwa.gov. **Questions via phone will not be accepted.** Bidders shall submit questions no later than April 30th, 2025 at 5:00PM.

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) days after the actual date of the bid opening.
Published: Daily Journal of Commerce – April 17th, 2025; April 24th,2025

# 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 in compliance with RCW 39.30.060 if the estimate exceeds $1,000,000.

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

1. CONTRACT

   This agreement is to be executed by the successful bidder.

2. PERFORMANCE AND PAYMENT BOND

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

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

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

4. CERTIFICATES OF INSURANCE

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

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

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

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

## CITY OF KIRKLAND
## BIDDER RESPONSIBILITY CRITERIA

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

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

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

☐ 3. Have:

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

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

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

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

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

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

## 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

**2025 Street Overlay Project**
CIP NO. STC0060025/STC0060325
JOB NO. 07-25-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 **2025 Street Overlay Project; JOB NO. 07-25-PW** for the following:

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

Washington State Sales Tax 10.3% *(in figures)*: $*not applicable*

Total Bid *(in figures)*: _____

_____

Total Bid *(in words)*: _____

_____

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

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

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

***MUST BE SUBMITTED WITH PROPOSAL***

Employment Security Identification Number

Uniform Business Identification (UBI) Number

Contractor's Address:

_____ _____
Telephone Number

_____ _____
Fax Number

_____ _____
EMAIL

** Bid proposal to be submitted in a **sealed envelope** marked "**Bid Enclosed**" for **2025 Street Overlay Project, JOB NO. 07-25-PW.**

# CITY OF KIRKLAND
# BID SCHEDULE

2025 STREET OVERLAY PROJECT
JOB NO.07-25-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*

| SCHEDULE A - PROJECT WIDE BID ITEMS | | | | | | |
|---|---|---|---|---|---|---|
| **ITEM NO.** | **DESCRIPTION** | **SPEC REF** | **UNIT** | **EST QTY** | **UNIT PRICE** | **EXTENSION** |
| A1 | FLAGGERS AND SPOTTERS | 1-10 | HR | 2,800 | | |
| A2 | SPCC PLAN | 1-07 | LS | 1 | | |
| A3 | UTILITY POTHOLING | 1-07 | FA | 1 | $2,500.00 | $2,500.00 |
| A4 | EROSION/WATER POLLUTION CONTROL | 8-01 | FA | 1 | $2,500.00 | $2,500.00 |
| A5 | MINOR CHANGE | 1-04 | FA | 1 | $15,000.00 | $15,000.00 |
| A6 | ASPHALT COST PRICE ADJUSTMENT | 5-04 | CALC | 1 | $20,000.00 | $20,000.00 |
| **Total Schedule A:_____** | | | | | | |

| SCHEDULE B – 116th Ave NE | | | | | | |
|---|---|---|---|---|---|---|
| **ITEM NO.** | **DESCRIPTION** | **SPEC REF** | **UNIT** | **EST QTY** | **UNIT PRICE** | **EXTENSION** |
| B1 | MOBILIZATION, CLEANUP & DEMOBILIZATION | 1-09 | LS | 1 | | |
| B2 | PROJECT TEMPORARY TRAFFIC CONTROL | 1-10 | LS | 1 | | |
| B3 | REMOVE PRECAST DUAL-FACED SLOPED MOUNTABLE CURB | 2-02 | LF | 151 | | |
| B4 | ROADWAY EXCAVATION INCL. HAUL | 2-03 | CY | 33 | | |
| B5 | HMA FOR PAVEMENT REPAIR CL. 1/2" PG 58H-22 | 5-04 | TON | 340 | | |
| B6 | HMA DRAINAGE BERM | 5-04 | LF | 405 | | |
| B7 | PAVEMENT REPAIR EXCAVATION INCL. HAUL | 5-04 | SY | 1,496 | | |
| B8 | HMA CL 1/2" PG 58H-22 (2" THICK) | 5-04 | TON | 1,920 | | |
| B9 | PLANING BITUMINOUS PAVEMENT - FULL WIDTH - 2" | 5-04 | SY | 17,417 | | |
| B10 | UNSCHEDULED PAVEMENT REPAIR | 5-04 | FA | 1 | $5,000.00 | $5,000.00 |
| B11 | ADJUST CATCH BASIN - LOWERING | 7-05 | EA | 5 | | |
| B12 | ADJUST CATCH BASIN - RAISING | 7-05 | EA | 5 | | |
| B13 | ADJUST MANHOLE - LOWERING | 7-05 | EA | 18 | | |
| B14 | ADJUST MANHOLE - RAISING | 7-05 | EA | 18 | | |
| B15 | ADJUST WATER VALVE BOX - LOWERING | 7-12 | EA | 16 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| B16 | ADJUST WATER VALVE BOX - RAISING | 7-12 | EA | 16 | | |
| B17 | HMA THICKENED EDGE | 8-04 | LF | 2,347 | | |
| B18 | RAISED PAVEMENT MARKER, TYPE 2 | 8-09 | HUN | 2.59 | | |
| B19 | RAISED PAVEMENT MARKER, TYPE 2B | 8-09 | HUN | 0.08 | | |
| B20 | ADJUST MONUMENT CASE AND COVER - LOWERING | 8-13 | EA | 2 | | |
| B21 | ADJUST MONUMENT CASE AND COVER - RAISING | 8-13 | EA | 2 | | |
| B22 | PLASTIC BICYCLE LANE SYMBOL | 8-22 | EA | 6 | | |
| B23 | PLASTIC STOP LINE | 8-22 | SF | 115 | | |
| B24 | PLASTIC CROSSWALK LINE | 8-22 | SF | 210 | | |
| B25 | PAINT LINE | 8-22 | LF | 15,448 | | |
| B26 | TEMPORARY PAVEMENT MARKINGS | 8-23 | LF | 4,978 | | |
| B27 | ADJUST GAS VALVE BOX - LOWERING | 8-90 | EA | 8 | | |
| B28 | ADJUST GAS VALVE BOX - RAISING | 8-90 | EA | 8 | | |
| B29 | EDGE RESTORATION | 8-91 | LF | 10,110 | | |
| | | | | **Total Schedule B: _____** | | |

| **SCHEDULE C – 18th Ave** | | | | | | |
|---|---|---|---|---|---|---|
| **ITEM NO.** | **DESCRIPTION** | **SPEC REF** | **UNIT** | **EST QTY** | **UNIT PRICE** | **EXTENSION** |
| C1 | MOBILIZATION, CLEANUP & DEMOBILIZATION | 1-09 | LS | 1 | | |
| C2 | PROJECT TEMPORARY TRAFFIC CONTROL | 1-10 | LS | 1 | | |
| C3 | REMOVE BOLLARD | 2-02 | EA | 2 | | |
| C4 | REMOVE ASPHALT CONC. FOR CONCRETE WORK | 2-02 | SY | 144 | | |
| C5 | REMOVE CEMENT CONCRETE SIDEWALK | 2-02 | SY | 222 | | |
| C6 | REMOVE CEMENT CONC. CURB & GUTTER | 2-02 | LF | 355 | | |
| C7 | ROADWAY EXCAVATION INCL. HAUL | 2-03 | CY | 4 | | |
| C8 | CRUSHED SURFACING TOP COURSE | 4-04 | TON | 4 | | |
| C9 | CRUSHED SURFACING TOP COURSE FOR CONCRETE WORK | 4-04 | TON | 84 | | |
| C10 | HMA CL 1/2" PG 58H-22 FOR CURB PATCH | 5-04 | TON | 21 | | |
| C11 | HMA WALKWAY | 5-04 | SF | 107 | | |
| C12 | HMA DRAINAGE BERM | 5-04 | LF | 365 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| C13 | HMA FOR PAVEMENT REPAIR CL. 1/2" PG 58H-22 | 5-04 | TON | 461 | | |
| C14 | HMA CL 1/2" PG 58H-22 (2" THICK) | 5-04 | TON | 510 | | |
| C15 | HMA CL 1/2" PG 58H-22 (3" THICK) | 5-04 | TON | 1,145 | | |
| C16 | PAVEMENT REPAIR EXCAVATION INCL. HAUL | 5-04 | SY | 2,037 | | |
| C17 | PLANING BITUMINOUS PAVEMENT - FULL WIDTH - 2" | 5-04 | SY | 4,603 | | |
| C18 | PLANING BITUMINOUS PAVEMENT - FULL WIDTH - 3" | 5-04 | SY | 6,755 | | |
| C19 | UNSCHEDULED PAVEMENT REPAIR | 5-04 | FA | 1 | | |
| C20 | ADJUST CATCH BASIN - LOWERING | 7-05 | EA | 10 | | |
| C21 | ADJUST CATCH BASIN - RAISING | 7-05 | EA | 10 | | |
| C22 | ADJUST MANHOLE - LOWERING | 7-05 | EA | 17 | | |
| C23 | ADJUST MANHOLE - RAISING | 7-05 | EA | 17 | | |
| C24 | ADJUST WATER VALVE BOX - LOWERING | 7-12 | EA | 25 | | |
| C25 | ADJUST WATER VALVE BOX - RAISING | 7-12 | EA | 25 | | |
| C26 | BOLLARD | 8-89 | EA | 2 | | |
| C27 | WATTLE | 8-01 | LF | 86 | | |
| C28 | LANDSCAPE RESTORATION | 8-02 | SF | 729 | | |
| C29 | CEMENT CONCRETE EXTRUDED CURB | 8-04 | LF | 43 | | |
| C30 | CEMENT CONCRETE PEDESTRIAN CURB | 8-04 | LF | 181 | | |
| C31 | CEMENT CONCRETE TRAFFIC CURB AND GUTTER | 8-04 | LF | 355 | | |
| C32 | RAISED PAVEMENT MARKER, TYPE 2 | 8-09 | HUN | 1.34 | | |
| C33 | RAISED PAVEMENT MARKER, TYPE 2 | 8-09 | HUN | 0.06 | | |
| C34 | ADJUST MONUMENT CASE AND COVER - LOWERING | 8-13 | EA | 2 | | |
| C35 | ADJUST MONUMENT CASE AND COVER - RAISING | 8-13 | EA | 2 | | |
| C36 | CEMENT CONCRETE CURB RAMP | 8-14 | EA | 12 | | |
| C37 | CEMENT CONCRETE SIDEWALK | 8-14 | SY | 110 | | |
| C38 | PERMANENT SIGNAGE | 8-21 | LS | 1 | | |
| C39 | PLASTIC TRAFFIC LETTER | 8-22 | EA | 10 | | |
| C40 | PLASTIC TRANSVERSE BAR PAVEMENT MARKING PATTERN | 8-22 | SF | 121 | | |
| C41 | PLASTIC STOP LINE | 8-22 | SF | 253 | | |
| C42 | PLASTIC CROSSWALK LINE | 8-22 | SF | 590 | | |
| C43 | PAINT LINE | 8-22 | LF | 6,528 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| C44 | TEMPORARY PAVEMENT MARKINGS | 8-23 | LF | 2,680 | | |
| C45 | ADJUST GAS VALVE BOX - LOWERING | 8-90 | EA | 2 | | |
| C46 | ADJUST GAS VALVE BOX - RAISING | 8-90 | EA | 2 | | |
| C47 | EDGE RESTORATION | 8-91 | LF | 1,117 | | |
| **Total Schedule C: _____** | | | | | | |

| SCHEDULE D – 6th Street/Crestwoods Parking Lot | | | | | | |
|---|---|---|---|---|---|---|
| **ITEM NO.** | **DESCRIPTION** | **SPEC REF** | **UNIT** | **EST QTY** | **UNIT PRICE** | **EXTENSION** |
| D1 | MOBILIZATION, CLEANUP & DEMOBILIZATION | 1-09 | LS | 1 | | |
| D2 | PROJECT TEMPORARY TRAFFIC CONTROL | 1-10 | LS | 1 | | |
| D3 | REMOVE CEMENT CONC. CURB & GUTTER | 2-02 | LF | 6 | | |
| D4 | REMOVE BOLLARD | 2-02 | EA | 8 | | |
| D5 | REMOVE CEMENT CONCRETE SIDEWALK | 2-02 | SY | 33 | | |
| D6 | REMOVE ASPHALT CONC. FOR CONCRETE WORK | 2-02 | SY | 110 | | |
| D7 | REMOVE CEMENT CONC. EXTRUDED CURB | 2-02 | LF | 261 | | |
| D8 | ROADWAY EXCAVATION INCL. HAUL | 2-03 | CY | 23 | | |
| D9 | CRUSHED SURFACING BASE COURSE | 4-04 | TON | 24 | | |
| D10 | CRUSHED SURFACING TOP COURSE FOR CONCRETE WORK | 4-04 | TON | 36 | | |
| D11 | REMOVE AND REPLACE HMA SPEED BUMP | 5-04 | EA | 6 | | |
| D12 | HMA CL 1/2" PG 58H-22 FOR CURB PATCH | 5-04 | TON | 14 | | |
| D13 | HMA WALKWAY | 5-04 | SF | 270 | | |
| D14 | HMA CL 1/2" PG 58H-22 (3" THICK) | 5-04 | TON | 605 | | |
| D15 | PLANING BITUMINOUS PAVEMENT - FULL WIDTH - 3" | 5-04 | SY | 3,598 | | |
| D16 | UNSCHEDULED PAVEMENT REPAIR | 5-04 | FA | 1 | $5,000.00 | $5,000.00 |
| D17 | ADJUST MANHOLE - LOWERING | 7-05 | EA | 1 | | |
| D18 | ADJUST MANHOLE - RAISING | 7-05 | EA | 1 | | |
| D19 | ADJUST CATCH BASIN - LOWERING | 7-05 | EA | 5 | | |
| D20 | ADJUST CATCH BASIN - RAISING | 7-05 | EA | 5 | | |
| D21 | ADJUST WATER VALVE BOX - LOWERING | 7-12 | EA | 1 | | |
| D22 | ADJUST WATER VALVE BOX - RAISING | 7-12 | EA | 1 | | |
| D23 | BOLLARD | 8-?? | EA | 3 | | |
| D24 | LANDSCAPE RESTORATION | 8-02 | SF | 958 | | |
| D25 | CEMENT CONCRETE TRAFFIC CURB AND GUTTER | 8-04 | LF | 6 | | |
| D26 | CEMENT CONCRETE PEDESTRIAN CURB | 8-04 | LF | 63 | | |
| D27 | CEMENT CONCRETE EXTRUDED CURB | 8-04 | LF | 261 | | |
| D28 | CEMENT CONCRETE CURB RAMP | 8-14 | EA | 4 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| D29 | CEMENT CONCRETE SIDEWALK | 8-14 | SY | 22 | | |
| D30 | PLASTIC HANDICAP MARKING | 8-22 | EA | 5 | | |
| D31 | CURB PAINTING - RED | 8-22 | LF | 12 | | |
| D32 | PLASTIC STOP LINE | 8-22 | SF | 24 | | |
| D33 | PAINT LINE | 8-22 | LF | 2,293 | | |
| D34 | PLASTIC SPEED BUMP MARKINGS | 8-23 | LF | 51 | | |
| **Total Schedule D: _____** | | | | | | |

**TOTAL COMPUTED PRICE: $_____**

## BID DEPOSIT

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

SIGN HERE_____

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

_____ _____
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**
**2025 Street Overlay Project**
CIP NO. STC0060025/STC0060325
JOB NO. 07-25-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:** _____

_____

_____

_____

**Subcontractor Name:** _____

**Item Numbers:** _____

_____

_____

_____

*- make additional pages if necessary -*

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

Item Numbers: _____

_____

_____

_____

## CITY OF KIRKLAND
## BIDDER'S CHECKLIST

1. Have you reviewed the Bidder Responsibility and Subcontractor Responsibility Criteria?
2. Have you enclosed a bid bond or certified check with your bid? (Must be at least 5% of the total amount bid)
3. Have you entered a bid amount for all items and all schedules?
4. Do the written amounts of the proposal agree with the amounts shown in the figures?
5. Have you acknowledged receipt of addenda?
6. Has the proposal been properly completed and signed?
7. Have you completed the Statement of Bidder's Qualifications?
8. Have you completed the City of Kirkland Non-collusion Affidavit?
9. Have you completed the Subcontractor Identification List? (This is to be completed if the estimate amount exceeds $1,000,000.)
10. Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for: **2025 STREET OVERLAY PROJECT, JOB NO. 07-25-PW**

# CITY OF KIRKLAND

## TABLE OF CONTENTS – CONTRACT DOCUMENTS

# CONTRACT

INFORMATION ONLY

The following form is a **sample** of what must be executed and submitted by the successful bidder within ten (10) calendar days following Notice of Award

**City of Kirkland**

# CITY OF KIRKLAND
# PUBLIC WORKS AGREEMENT

Version:063020

2025 Street Overlay Project

JOB NO. 07-25-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: "2025 STREET OVERLAY PROJECT, Job No. 07-25-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, LLC's and other legal entities)

STATE OF WASHINGTON )
) SS
COUNTY OF KING )

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

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

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

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

STATE OF WASHINGTON )
) SS
COUNTY OF KING )

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

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

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

CITY OF KIRKLAND

BY: _____
Julie Underwood, Deputy City Manager

**PERFORMANCE BOND**

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

Bond No. _____

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

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **2025 STREET OVERLAY PROJECT**, **Job #07-25-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.

**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 **2025 STREET OVERLAY PROJECT, Job #07-25-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.

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

(Form continues on next page)

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

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

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

Signed this _____ day of _____ , 2____

| | |
|---|---|
| Principal: _____ | Surety: _____ |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Address: _____ | Address: _____ |
| City/Zip: _____ | City/Zip: _____ |
| Telephone: ( ) _____ | Telephone: ( ) _____ |

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

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

**CITY OF KIRKLAND**
**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE**
2025 STREET OVERLAY PROJECT
JOB NO. 07-25-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: _____

**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 Address and Phone of Local Office and Agent:_____

_____

**CITY OF KIRKLAND**
**RETAINED PERCENTAGE ESCROW AGREEMENT**
2025 STREET OVERLAY PROJECT
JOB NO. 07-25-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

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

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

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

# SPECIAL PROVISIONS

City of Kirkland

# SPECIAL PROVISIONS

*Supplement to*

# 2025

**WSDOT Standard Specifications**

City of Kirkland
**TABLE OF CONTENTS - SPECIAL PROVISIONS**

# City of Kirkland Special Provisions

## INTRODUCTION

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

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

The accompanying Plans and these Specifications and any Addenda thereto, show and describe the location and type of work to be performed under the **2025 Street Overlay Project**.

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

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

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

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

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

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

Also incorporated into the Contract Documents by reference are:

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

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

# DIVISION 1 - GENERAL REQUIREMENTS

## DESCRIPTION OF WORK

This contract provides for preparation and resurfacing of asphalt concrete roadway, pavement repair, replacement of damaged cement concrete curb, gutter, driveway and sidewalks, installation of ADA sidewalk ramps, pavement markings, traffic control and other work, and all in accordance with the Contract Plans, these Contract Special Provisions, and the Standard Specifications.

## 1-01 DEFINITIONS AND TERMS

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

### 1-01.3 Definitions

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

**Dates**

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

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

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

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

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

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

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

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

Supplement this Section with the following:

All references in the Standard Specifications 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” in Standard Specifications.

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

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

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

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

## 1-02 BID PROCEDURES AND CONDITIONS

***(January 24, 2011 APWA GSP)***

### 1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

## 1-02.1 Qualifications of Bidder

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

***(July 31, 2017 APWA GSP)***

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

Add the following new section:

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

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

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

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

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

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

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

1. Criterion. The bidder must demonstrate a record of successful and timely resolution of Change Orders including compliance with public contract Change Order resolution procedures (e.g. timely notice of event giving rise to the Change Order, timely submission of

a statement of the cost and/or impact of the Change Order unless the bidder is able to show extenuating circumstances that explain bidder's failure to timely provide such information to the satisfaction of Contracting Agency.

2. Documentation. As evidence that the bidder meets the supplemental responsibility criteria, after bids are opened and within two (2) business days of the public notice of Contracting Agency's tabulation of bids, the lowest responsive bidder must submit the following documentation of public works projects completed within the previous three (3) years and include for each project the following:

    a. The Owner and contact information for the Owner;

    b. A listing of Change Orders and a signed statement from the bidder that the project timelines concerning resolution of Change Orders was complied with, and if not, provide a written explanation of what the bidder believes to be the extenuating circumstances excusing compliance with the Contract Change Order notice and claim provisions.

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

***(June 27, 2011 APWA GSP)***

**1-02.2 Plans and Specifications**

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (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") | 0 | Furnished only upon request. |

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

***(January 19, 2022 APWA GSP Option A)***

**1-02.4(1) General**

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

***(July 31, 2017 APWA GSP)***

### 1-02.5 Proposal Forms

Delete this section and replace it with the following:

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

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

***(December 10, 2020 APWA GSP Option B)***

### 1-02.6 Preparation of Proposal

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

***(March 8, 2013 APWA GSP)***

### 1-02.7 Bid Deposit

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

***(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.

***(October 1, 2020 APWA GSP)***

**1-02.13 Irregular Proposals**

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 authorized Proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bidder fails to submit written confirmation 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;
   j 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 was made;
   k. The Bidder fails to submit a DBE Bid Item Breakdown form, 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;
   l. The Bidder fails to submit DBE Trucking Credit Forms, 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;
   m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

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. Receipt of Addenda is not acknowledged;
   d. 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
   e. If Proposal form entries are not made in ink.

***(May 17, 2018 APWA GSP, Option B)***

**1-02.14 Disqualification of Bidders**

Delete this section and replace it with the following:

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

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

1. **Delinquent State Taxes**

   A Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

   B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

   A Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

   B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

   A Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

   B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

   A Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

A Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

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

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

A Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

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

7. **Lawsuits**

A Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency

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

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

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

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

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

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

***(August 14, 2013 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

***(January 23, 2006 APWA GSP)***

### 1-03.1 Consideration of Bids

Revise the first paragraph to read:

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

***(October 1, 2005 APWA GSP)***

### 1-03.3 Execution of Contract

Revise this section to read:

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

Within ten (10) calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. 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 10 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).

***(November 30, 2018 APWA GSP)***

### 1-03.7 Judicial Review

Revise this section as follows:

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

## 1-04 SCOPE OF THE WORK

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

### 1-04.1 Intent of the Contract

Section 1-04.1 is supplemented with the following:

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

***(December 10, 2020 APWA GSP)***

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

Revise the second paragraph to read:

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

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

***(May 30, 2019 APWA GSP)***

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

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to $15,000 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 13, 2025 APWA GSP)***

**1-04.6 Variation in Estimated Quantities**

Supplement this Section with the following:

The quantities for **"Flaggers and Spotters", "Uniformed Police Officer", "Pavement Repair Excavation Including Haul" "HMA for Pavement Repair", and "Crushed Surfacing Top Course for Concrete Work"** have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

***(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.

## 1-05 CONTROL OF WORK

***(January 27, 2021 COK GSP)***

### 1-05.1 Authority of the Engineer

Section 1-05.1 is supplemented with the following:

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

***(January 1, 2020 COK GSP)***

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

Section 1-05.4 is supplemented with the following:

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

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

#### *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.

***(July 23, 2015 APWA GSP)***

### *1-05.4(2) Bridge and Structure Surveys*

For all structural work such as bridges and retaining walls, the Contractor shall retain as a part of Contractor's organization an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control which will be provided by the Engineer:

1. Centerline or offsets to centerline of the structure.
2. Stations of abutments and pier centerlines.
3. A sufficient number of bench marks for levels to enable the Contractor to set grades at reasonably short distances.
4. Monuments and control points as shown in the Plans.

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 | ± 0.01 foot |
| Alignment | ± 0.01 foot (between successive points) |
| Superstructure Elevations | ± 0.01 foot (from plan elevations) |
| Substructure Elevations | ± 0.05 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.

***(March 25, 2009 APWA GSP)***

**1-05.15 Method of Serving Notices**

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. <u>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 in paper format, hand delivered or sent via mail delivery service to the Project 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.</u>

***(October 1, 2005 APWA GSP)***

**1-05.16 Water and Power**

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

**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.

*(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).

***(January 1, 2021 COK GSP)***

**1-07.6 Permits and Licenses**

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

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

Supplement second paragraph of this section with the following:

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

***(January 1, 2021 COK GSP)***

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

Add new Section 1-07.6(1)

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

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

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

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

***(January 1, 2021 COK GSP)***

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

Add new Section 1-07.6(2)

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

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

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

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

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

***(January 3, 2020 APWA GSP)***

***1-07.9(5) Required Documents***

Delete this section and replace it with the following:

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

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

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.

2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

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

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

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

***(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)***

**5-04.3(9)C2 Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

> Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.
>
> The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense.
>
> No excavation shall begin until all known facilities in the vicinity of the excavation area have been located and marked.
>
> The Contractor shall give advance notice to all utility companies involved where work is to take place and in all other respects comply with the provisions of Chapter 19.122 RCW. Notice shall include, but not be limited to, the following utility companies:
>
> 4. Water, sewer, storm, streets – minimum two working days in advance
> 5. Power (Electric and Natural Gas) – minimum 48 hours in advance
> 6. Telephone – minimum 30 days in advance
> 7. Natural Gas – minimum 48 hours in advance
> 8. Cable Television – minimum 48 hours in advance
> 9. Transit – minimum 21 days in advance

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

| Utility | Agency/Company | Address | Contact | Phone |
|---|---|---|---|---|
| Water/Sewer | City of Kirkland | 123 Fifth Avenue<br>Kirkland, WA 98033 | Cody Gray | (425) 587-3900 |
| Storm Drainage | City of Kirkland | 123 Fifth Avenue<br>Kirkland, WA 98033 | Jason Osborn | (425) 587-3900 |

| | | | | |
|---|---|---|---|---|
| Water / Sewer (North area of Kirkland) | Northshore Utility District | 6380 NE 185th St<br>Kenmore, WA<br>98028 | George Matote | (425) 398-4400 |
| Street | City of Kirkland | 123 Fifth Avenue<br>Kirkland, WA 98033 | Ryan Fowler | (425) 587-3900 |
| Electric and Natural Gas | Puget Sound Energy | 35131 SE Center St<br>Snoqualmie, WA<br>98065 | Kiara Skye | (425) 213-9205 |
| Telephone/ FIOS | Ziply Fiber | P.O. Box 1127<br>Everett, WA 98206 | Cheryl Schneider | (425) 949-0230 |
| FIOS | Zayo | 22651 83rd Ave. S.<br>Kent, WA 98032 | Rusty Perdieu | (706) 889-6967 |
| Cable Television | Comcast | 1525 - 75th St SW,<br>Suite 200<br>Everett, WA 98203 | Chris Combs | (425) 273-7832 |
| School District Transportation | Lake Washington School District | 15212 NE 95th St<br>Redmond, WA 98052 | Laura Degooyer | (425) 936-1133 |
| Transit | King County METRO | MS SVQ-TR-0100<br>1270 6th Ave S<br>Seattle, WA 98134 | Mark LaFalce | (206) 477-1140<br>(206) 477-0438 |
| Water (Northeast area of Kirkland) | Woodinville Water District | 17238 NE Woodinville Duvall Road,<br>Woodinville, WA<br>98072 | Christian Hoffman | (425) 487-4142 |
| Olympic Pipeline | BP | | Kenneth Metcalf<br>Joseph Stone | (425) 981-2575<br>(425) 981-2506 |

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

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

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.

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

**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**

**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.

**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
- Consultants hired by the Contracting Agency to administer the Construction
-

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

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

**1-07.18(3) Subcontractors**

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

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

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

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

Such policy must provide the following minimum limit:

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

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

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

***(January 4, 2016 APWA GSP)***
**1-07.18(5)DExcess or Umbrella Liability**

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than $3,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

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

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

***(January 4, 2016 APWA GSP)***
**1-07.18(5)K Professional Liability**

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

Such policy shall provide the following minimum limits:

$1,000,000 per claim and annual aggregate

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

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

(January 1, 2016 COK GSP)
**1-07.23 Public Convenience and Safety**

Section 1-07.23 is supplemented with the following:

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

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

The Contractor shall conduct its work and take preventative measures so that dust or other particulate matter in the project area shall not become objectionable to the adjacent property owners or general public. Should the Owner determine the Contractor is not fulfilling its obligation in this regard; the Owner reserves the right to take such action as may be necessary to remedy the objectionable condition and to charge the Contractor with any cost that may be incurred in such

remedial action. All work shall be carried on with due regard for the safety of the public. No driveway, whether public, commercial, or private, may be closed without prior approval of the Owner, project supervisor, or Engineer unless written authority has been given by the affected property owner. The Contractor shall be responsible for notifying the affected property owners 24 hours in advance of scheduled interruptions to access.

**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.

***(******)***
Section 1-07.23(2) is supplemented with the following:

**Posting of "No Parking" Signs Prior to Work**

When necessary to complete the work specified under this contract, the Contractor shall furnish and install, at no expense to the Contracting Agency, temporary "No Parking" signs at least twenty-four (24) hours in advance of start of work. The Contractor shall be responsible for coordinating the removal of non-compliant vehicles from the work zone with the Kirkland Police Department.

***All temporary "No Parking" signs shall clearly indicate the date(s) of construction and include the words "Tow Away Zone". If the schedule of work changes, for any reason, the Contractor shall change the dates indicated on the sign. The contractor shall be onsite working on the***

***days indicated on the sign. A range of dates that span multiple project areas will not be acceptable.***

***(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.

***(******)***

The Contractor will not be allowed to use landscaped median islands to stage or store materials, equipment or signs.

***(January 1, 2021 COK GSP)***

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

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

**PROPERTY RELEASE**

_____
_____
_____
*(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:

***(October 10, 2008 APWA GSP)***

### 1-08.0(1) Preconstruction Conference

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

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

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

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

***(January 1, 2021 COK GSP)***

Add new Section 1-08.0(2).

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

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

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

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

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

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

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

    a. Survey crews

    b. Personnel from the Contracting Agency's material testing laboratory

    c. Inspectors

    d. City operations and maintenance staff

    e. Police, fire, or other public safety officials

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

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

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

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

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

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

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

**Arterial Streets**

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

| ***STREET*** | ***FROM*** | ***TO*** |
|---|---|---|
| Central Way/NE 85th St | Market St | 132nd Ave NE |
| Juanita Dr NE /NE Juanita Dr | NE 143rd St (City Limits) | 98th Ave NE |
| Juanita Woodinville Way | 100th Ave NE | NE 145th St (City Limits) |
| Lake St/Lake Washington Blvd/Northup Wy | 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) |

***(May 30, 2019 APWA GSP, Option B)***

**1-08.1 Subcontracting**

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify…".

***(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.

***(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.

***(March 13, 2012 APWA GSP)***

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

Revise this section to read:

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

*(******)*

**Special Schedule Limitations**

**One side of street shall remain at all-time accessible to all pedestrian traffic including strollers, wheelchairs, etc.**

**All locations receiving new concrete curb and gutter:** New concrete curb and gutter shall be allowed to cure a minimum of seven (7) days prior to edge grinding, planing or paving operations on the adjacent roadway. Concrete damaged as a result of the Contractor's operations shall be replaced at the Contractor's expense regardless of curing time.

**18th Ave (Schedule C)** – Physical Completion of work on 18th Ave shall be reached by the first day of school for Kirkland Middle School. This date is tentatively scheduled for September 3rd , 2025

**Crestwoods Parking Lot/6th Street (Schedule D)** –The City will allow for the full closure of the parking lot for HMA planing, base course grading and shaping, subgrade repairs and HMA paving operations; between August 25-29th,2025.

*(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 30, 2018 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 any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
   g. Documentation of compliance with all terms and conditions of all local, state, and federal permits issued to, or transferred to, the Contractor for the purposes of this Work. This documentation does not include permits issued to the Contracting Agency that were not transferred to the Contractor.
   h. 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 physically completed in its entirety within 50 working days.

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

**1-08.9 Liquidated Damages**

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

Accordingly, the Contractor agrees:

1. To 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

***(March 3, 2021 APWA GSP)***

**1-08.9 Liquidated Damages**

Revise the fourth paragraph to read:

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

## 1-09 MEASUREMENT AND PAYMENT

### 1-09.2 Weighing Equipment

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

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

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

**Trucks and Tickets**

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

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

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

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

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

***(May 2, 2017 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.

***(October 10, 2008 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 Engineer.

***(******)***

***Force account rate sheets for equipment and labor for the Contractor and all subcontractors shall be submitted to the Engineer no later than at the Preconstruction Conference.***

***(December 10, 2020 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 which occur 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. Any portion 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. Any costs of 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.

***(March 13, 2012 APWA GSP)***

**1-09.9 Payments**

Supplement this section with the following:

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

***(March 13, 2012 APWA GSP)***

**1-09.9 Payments**

Delete the first four paragraphs and replace them with the following:

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

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

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

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

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

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

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

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

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

***(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.

***(November 30, 2018 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 any 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 any 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 any such claims or causes of action. It is further mutually agreed by the parties that when any 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 any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

**1-09.13 Claims Resolution**

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

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

Delete this Section and replace it with the following:

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

***(November 30, 2018 APWA GSP)***
**1-09.13(3)A Administration of Arbitration**

Revise the third paragraph to read:

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

## 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 **and pedestrian mobility plans** showing a method of handling traffic **during all phases of construction**. All construction signs, flaggers, spotters and other traffic control devices shall be shown on the traffic control plan(s) **and pedestrian mobility plan(s)** except for emergency situations.

***(******)***

> **Vehicular and pedestrian traffic control along all streets shall include, but is not limited to, the use of portable changeable message signs, traffic safety drums, sequential arrow displays and extensive use of sidewalk detour signing. The costs of all necessary traffic control devices and signing shall be included in the lump sum price for "Project Temporary Traffic Control".**

***(January 13, 2025 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**
>
> The Contractor shall first attempt to schedule with the City of Kirkland Off-Duty Police Officers prior to contacting other agencies' Off-Duty Police Officers.

Definitions:
Uniformed Police Officer as used in this specification is a "General Authority Washington Peace Officer" as defined by RCW 10.93.020 (3), or a "Specially Commissioned Washington Peace Officer" as defined by RCW 10.93.020(5).
Law Enforcement Agency as used in this specification is a "General Authority Washington Law Enforcement Agency" as defined by RCW 10.93.020(3).

The Contractor shall arrange for off-duty Uniformed Police Officers to be present for the following activities:

1. At the commissioning of a new traffic signal, or the recommissioning of an existing traffic signal which has been upgraded.

2. Countermanding a traffic signal indication at a signalized intersection.

3. Directing vehicle and pedestrian traffic when a traffic signal indication is turned off or is inoperative.

4. Where the City of Kirkland Pre-Approved Plans Policy R-29 require it.

5. Where the Engineer deems it necessary for safety, including work during hours of darkness.

It shall be the Contractor's responsibility to secure the off duty Uniformed Police Officer as required by the contract, including the costs to arrange, coordinate, and supervise. The Contractor shall first

attempt to schedule with the City of Kirkland Off-Duty Police Officers prior to contacting other agencies' Off-Duty Police Officers.

The numbers below are provided for the convenience of the Contractor:

1. Off-duty City of Kirkland Police Officers: (206) 755-6632.
2. Puget Sound Executive Services (Off-duty Washington State Patrol Troopers): (206) 417-8282

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

The Contractor must obtain prior approval for use of off-duty Uniformed Police Officers through an Approved Traffic Control Plan and approved amendments to the contract traffic control Plans. The off-duty Uniformed Police Officer shall be in addition to all other personnel required for flagging according to the approved traffic control plan.

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

The UPO shall be capable of issuing legal tickets for offenders and providing their Agency Police Vehicle with active light bars for night visibility

***(April 18, 2018 COK GSP)***

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

Supplement this section with the following:

The Contractor shall provide, operate and maintain at least two (2) portable changeable message signs in each project area for the following schedules:

- **Schedule B – 116th Avenue NE**
- **Schedule C – 18th Avenue**
- **Schedule D – Crestwoods Parking Lot/6th Street**

Signs shall be placed and operational a minimum of 10 calendar days prior to any pavement repair, grinding or paving activity, or any activity that requires significant lane closures. Signs shall provide advance warning to traffic approaching the project area in each direction of travel on the arterial. Signs shall be left up and operational a minimum of 7 calendar days after the final paving. Contractor shall coordinate message text and sign location updates with City Inspector. Prior to sign setup the contractor shall submit plans showing sign location and proposed message for each of the following phases of work. **The Contractor shall obtain any necessary permits required if signs are to be placed outside of Kirkland City Limits.**

**1-10.4 Measurement**

***(May 6, 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**

***(January 13, 2025 COK GSP)***
**1-10.5(2) Item Bids with Lump Sum for Incidentals**

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

"Flaggers and Spotters", per hour.

The unit contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Contract work defined in Section 1-10.3(1)A. **In addition, all "Other Traffic Control Labor" contract work described in Section 1-10.4(2), excluding "Uniformed Police Officer" contract work, shall be paid for under the "Flaggers and Spotters" bid item.**

"Uniformed Police Officer", per hour

The unit contract price for "Uniformed Police Officer", when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 1-10.3(1)B of these Special Provisions, including all costs for arrangement for and supervision of uniformed law enforcement personnel and vehicles to participate in the Contractor's traffic control activities. No additional compensation will be made for hours of work on holidays, weekends, or overtime.

Portable Changeable Message Signs will be paid for under the lump sum bid item for "Project Temporary Traffic Control".

**END OF DIVISION 1**

# DIVISION 2 - EARTHWORK

***(******)***

## 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

### 2-01.1 Description

Section 2-01.1 is supplemented with the following:

"Shoulder Preparation" means removing and disposing of all unwanted material, including grass, vegetation, moss, soil, or other debris adjacent to, or encroaching on, the existing edge of pavement or curb/gutter within the limits of the project as shown in the Plans. Grading and preparation for driveway and driveway apron construction shall fall under Shoulder Preparation.

### 2-01.2 Disposal of Usable Material and Debris

The second paragraph of Section 2-01.2 is replaced with the following:

The Contractor shall dispose of debris by Disposal Method No. 2 as described in Section 2-03.3(7)C.

### 2-01.3 Construction Requirements

Section 2-01.3 is supplemented with the following:

**Shoulder Preparation**

The Contractor shall:

Complete the shoulder preparation ahead of paving operations
Remove and dispose of all vegetative material within the paving limits

Contractor shall take care to prevent damage to landscaping plants or other vegetation on private property in close proximity to the roadway. The Contractor is responsible for all costs associated with the protection of this private landscaping. The Contractor shall assume responsibility for all repair/replacement costs for landscaping damaged by activities associated with the work.

***(January 1, 2020 COK GSP)***
***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.

### 2-01.4 Measurement

Section 2-01.4 is supplemented with the following:

Clearing and Grubbing will be measured by the square foot regardless of shape and depth. Only areas designated for clearing and grubbing on the Plans, or approved by the Engineer for removal, will be measured for payment.

No specific unit of measure shall apply to the lump sum price for shoulder preparation.

### 2-01.5 Payment

Section 2-01.5 is supplemented with the following:

"Clearing and Grubbing", per square foot.

"Shoulder Preparation", per lump sum.

***(******)***

## 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

### 2-02.1 Description

Section 2-02.1 is supplemented with the following:

The work described in this section includes sawcutting, removing, and disposing of asphalt concrete and cement concrete pavement, sidewalks, curb, and curb and gutter, gravel, soils, and all other items necessary to satisfactorily complete the work as described in the contract documents. Any backfill and compaction of the resulting voids will be considered incidental to this bid item.

### 2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

***(******)***

**Sawcutting**

This work consists of cutting all types and thicknesses of material including, but not limited to, asphalt concrete, cement concrete, and reinforcing steel. The use of pneumatic hammers or punches will not be permitted.

The Contractor shall be responsible for ensuring that special precautions are undertaken so that no material is discharged into any storm drain system or surface water. All waste water shall be collected by vacuum system and disposed of at an appropriate disposal site or by methods approved by the Washington State Department of Ecology at no cost to the City.

**(******)**

**Removing Curb and Gutter**

This work consists of removing cold mix curbs, asphalt concrete curbs, cement concrete curbs, cement concrete curb and gutters, berms, or thickened edge as indicated.

**(******)**

**Removing Cement Conc. Sidewalk**

This work consists of removing cement concrete sidewalk, driveway approach, driveway, walkway, and sidewalk ramps as indicated.

***(******)***

**Removing Cement Concrete Extruded Curb**

This work consists of removing cement concrete extruded curbs as indicated.

***(******)***

**Removing Precast Dual-Faced Sloped Mountable Curb**

This work consists of removing precast dual-faced sloped mountable curbs or Type C precast curbs as indicated.

***(September 8, 1997)***

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

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

The asphalt concrete pavement varies in thickness up to twelve (12) inches.

*(******)*

Contractor shall notify affected businesses and residents prior to removal of driveways. If new concrete is not installed by the end of the work day that concrete is removed, Contractor shall provide temporary access at no additional cost to the Owner.

Pedestrian detours shall be in place prior to removal of sidewalks and/or ramps.

Portions of the of the sidewalk or curb/gutter damaged due to the Contractor's operation, shall be removed to the next construction or crack control joint and replaced at the Contractor's expense and to the satisfaction of the Engineer.

Contractor shall take care to prevent damage to landscaping plants or other vegetation on private property in close proximity to the structures/obstructions to be removed. The Contractor is responsible for all costs associated with the protection of this private landscaping. The Contractor shall assume responsibility for all repair/replacement costs for landscaping damaged by activities associated with the work.

*(******)*

**2-02.3(4) Tree Removal**

Section 2-02.3(4) is added as follows:

Select locations along the project require tree and stump removal. Prior to removal, the contractor shall obtain a permit, including all applicable fees, to remove the public tree from the City of Kirkland. A copy of this permit application is found in Appendix C of these specifications. The project inspector can assist in coordinating the permit submittal with the Contractor.

Trees identified for removal shall be removed in a manner that does not damage adjacent utilities. Tree removal shall consist of cutting and disposing of tree limbs and trunks. Stumps shall also be removed as part of tree removal. The Contractor shall coordinate removal activities with utility companies as required. If adjacent utilities prohibit the complete removal of the tree stump the Contractor shall notify the Inspector and remove as much of the stump as possible and then grind down the remainder of the stump. Tree stump grinding shall consist of grinding the stumps of the removed trees to a minimum of 6-inches below existing ground surface elevation. Tree removal and stump grinding (if necessary) shall occur prior to the placement of new concrete curb, gutter and sidewalk.

The Contractor shall assume responsibility for all repair/replacement for any overhead utilities damaged by the removal of the trees or stump grinding.

*(******)*

**2-02.3(5) Bollard Removal**

Section 2-02.3(5) is added as follows:

At the locations shown on the Plans the contractor shall remove and dispose of existing bollards and their respective footings. Backfilling of the excavation resultant from the footing removal shall be conducted with crushed surfacing top course.

*(******)*

**2-02.4 Measurement**

Section 2-02.4 is added as follows:

Asphalt concrete pavement removal for concrete work will be measured by the square yard.

Curb and gutter removal will be measured by the linear foot.

Pedestrian curb removal will be measured by the linear foot.

Sidewalk removal will be measured by the square yard.

Drive Entrance removal will be measured by the square yard.

Tree removal will be measured per each tree & stump removed.

Cement Concrete extruded curb removal will be measured by the linear foot regardless of shape and depth. Only curb designated for removal on the Plans, or approved by the Engineer for removal, will be measured for payment.

Precast dual faced sloped mountable curb removal will be measured by the linear foot.

**Removal and disposal of gravel, soils, and all other items necessary to accommodate the placement and compaction of Crushed Surfacing Top Course in areas of cement concrete work, and satisfactorily complete the work as described in the contract documents will not be measured.**

**Asphalt concrete curb, berms & thickened edge removal will not be measured.**

**Sawcutting will not be measured.**

***(******)***

**2-02.5 Payment**

Section 2-02.5 is supplemented with the following:

"Remove Asphalt Conc. Pavement for Concrete Work", per square yard.

"Remove Curb & Gutter", per linear foot

"Remove Pedestrian Curb", per linear foot

"Remove Cement Concrete Extruded Curb", per linear foot

"Remove Precast Dual-Faced Sloped Mountable Curb", per lineal foot.

"Remove Cement Conc. Sidewalk", per square yard

"Remove Cement Conc. Drive Entrance", per square yard

"Tree Removal", per each

"Remove Bollard", per each

**Removal and disposal of gravel, soils, and all other items necessary to accommodate the placement and compaction of Crushed Surfacing Top Course in areas of cement concrete work, and satisfactorily complete the work as described in the contract documents is considered incidental to the cost of removal of structures and obstructions and shall be included in the unit contract price of associated bid items.**

**Asphalt concrete curb, berm and thickened edge removal is considered incidental to the cost of planing bituminous pavement and shall be included in the unit contract price for the associated bid item.**

**Sawcutting is considered incidental to the cost of removal of structures and obstructions and shall be included in the unit contract price for the associated bid item.**

**No additional payment will be made for the removal of cold mix patches.**

**END OF DIVISION 2**

# DIVISION 4 - BASES

*(******)*

## 4-04 BALLAST AND CRUSHED SURFACING

### 4-04.1 Description

Section 4-04.1 is supplemented with the following:

The contract bid item “Crushed Surfacing Base Course for Pavement Repair” shall apply only to the material used for aggregate base in pavement repair areas as shown in the Plans.

The contract bid item “Crushed Surfacing Top Course for Concrete Work” shall apply only to the material used in areas of cement concrete work, including sidewalks, ramps, and traffic curb.

Crushed surfacing material used for edge restoration work is described in Section 8-31 of these Special Provisions and will not be measured separately.

### 4-04.5 Payment

Section 4-04.5 is supplemented with the following:

“Crushed Surfacing Base Course for Pavement Repair”, per ton

“Crushed Surfacing Top Course for Concrete Work”, per ton.

**END OF DIVISION 4**

# DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS

***(July 18, 2018 APWA GSP)***

***5-04 Hot Mix Asphalt***

Delete this entire section 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 | 9-03.8(3)B |
| Mineral Filler | 9-03.8(5) |
| Recycled Material | 9-03.21 |
| Portland Cement | 9-01 |
| Sand<br>(As noted in 5-04.3(5)C for crack sealing) | 9-03.1(2). |
| Joint Sealant | 9-04.2 |
| Foam Backer Rod | 9-04.2(3)A |

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

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

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

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

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

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

***(******)***
Section 5-04.2 is supplemented with the following:

The following table shall be used to determine the type and thickness of HMA to be used for paving each overlay street.

| SCHEDULE | STREET | HMA WEARING COURSE | OVERLAY THICKNESS |
|---|---|---|---|
| Schedule B | 116th Avenue NE | Cl. ½", PG 58H-22 | 2" |
| Schedule C | 18th Avenue | Cl. ½", PG 58H-22 | 2" (west of 3rd St.) /3" (east of 3rd St.) |
| Schedule D | Crestwoods Parking Lot/6th Street | Cl. ½", PG 58H-22 | 3" |

***(July 18, 2018 APWA GSP)***
**5-04.2(1) How to Get an HMA Mix Design on the QPL**

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

**5-04.2(1)A – Vacant**

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

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

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

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

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

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.

- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.

- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).

- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

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

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

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.

- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

## 5-04.3 Construction Requirements

### 5-04.3(1) Weather Limitations

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

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

**Minimum Surface Temperature for Paving**

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

***(******)***
Section 5-04.3(1) is supplemented by the following:

Asphalt for prime coat shall not be applied when the ground temperature is lower than 50°F without written approval of the Project Engineer.

***(July 18, 2018 APWA GSP)***
**5-04.3(2) Paving under Traffic**

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

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

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

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

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

**5-04.3(3) Equipment**

**5-04.3(3)A Mixing Plant**

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or

indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. S**ampling 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

#### 5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

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

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

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

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

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

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

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

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

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

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

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

A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
B. Cracks greater than 1 inch in width – fill with sand slurry.

**5-04.3(4)B Vacant**

**5-04.3(4)C Pavement Repair**

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

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

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

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

***(******)***
Section 5-04.3(4)C is supplemented with the following:

**Unscheduled Pavement Repair**

Work performed under Unscheduled Pavement Repair shall include all materials and work associated with additional pavement repair required beyond the depths in the pavement repair sections shown in plans and shall only be performed if directed by the City. This work shall include additional excavation, haul and disposal of unsuitable soils, backfill and placement of the additional excavated area with crushed surfacing base course, compaction of crushed surfacing base course and all other work necessary to repair the subgrade for the appropriate pavement repair section.

***(July 18, 2018 APWA GSP)***
**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.

***(******)***
Section 5-04.3(7) is supplemented with:

All cast off rock from raking shall be removed prior to compaction of final HMA lift.

***(July 18, 2018 APWA GSP)***
**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.

***(******)***
***No paving shall begin prior to Contracting Agency approval of the Contractor provided mix design.***

*(July 18, 2018 APWA GSP)*
**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 Con**tent – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

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

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

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

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

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

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

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

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

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

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASHTO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested. Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

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

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

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

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

Testing of HMA for compliance of 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 Composite Pay Factor (CPF) using the following price adjustment factors:

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

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

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

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

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

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

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

The Contractor may request a 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 Composite Pay Factor (CPF).

**5-04.3(10) HMA Compaction Acceptance**

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

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

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

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

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

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

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

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

**Test Results**

For a 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 Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or

2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or

3. When either the $PF_i$ 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.

(******)
*Section 5-04.3(12)A1 is supplemented with:*

All transverse (butt) joints shall be milled to the full overlay depth.

***(July 18, 2018 APWA GSP)***
**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.

(******)
Section 5-04.3(12)A2 is supplemented with:

All longitudinal cold joints shall be sealed after paving activities.

***(July 18, 2018 APWA GSP)***
**5-04.3(12)B Bridge Paving Joint Seals**

**5-04.3(12)B1 HMA Sawcut and Seal**

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

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

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

**5-04.3(12)B2 Paved Panel Joint Seal**

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

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

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

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than 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 planning (5-04.3(14)B3)**.** Submit a written request to waive this requirement to the Engineer prior to the start of paving.

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

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

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

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

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

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

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

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

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

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

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

**(******)**
**Section 5-04.3(14) is supplemented with the following:**

Prior to start of planing operations, Contractor shall install inlet protection (catch basin inserts) in all catch basins and other storm drainage inlets within the area of the Work. Streets being planed shall be swept with a mechanical type pickup machine throughout the course of planing operations and shall

be left clean of all planing debris at the end of each Working Day. Planing debris shall not be allowed to be deposited into catch basins.

Planing shall not occur adjacent to new concrete with less than seven (7) days cure time. Concrete damaged as a result of the Contractor's operations shall be replaced at the Contractor's expense regardless of curing time.

Prior to opening to traffic, any delaminating of the existing asphalt pavement shall be removed from the site and the resulting voids shall be patched with HMA.

The planing operation shall not precede the asphalt overlay by more than seven (7) calendar days.

If pavement repair activities are scheduled after the planing operations, the planing operations shall not precede the pavement repair activities by more than seven (7) calendar days and the asphalt overlay shall occur no more than seven (7) calendar days after pavement repairs are completed.

The Contractor shall remove existing asphalt concrete from the top of the gutter pan and from the face of gutter lip. The Contractor shall not damage the surfacing to remain in place or the gutter lips during the planing operation. Damaged gutter lips with spalls in excess of 1-in deep by 3-in long shall be replaced at the Contractor's expense prior to paving.

At cross streets within the limits of the Work, Planing Bituminous Pavement shall continue in a straight line from curb line to curb line parallel to the direction of the Work.

The Contractor shall lower utility covers prior to planning operations. If there are any existing utility covers that are unable to be lowered prior to planning operations, the Contractor shall provide for safe vehicular travel over those manholes, valve boxes, etc. until placement of the asphalt overlay.

**Planing Bituminous Pavement – Full Width**

If the depth of the full-width plane is thinner than the proposed overlay thickness, the depth of the full-width plane shall increase at all curb and gutter and butt joint locations to a depth equal to the proposed overlay depth to allow for the proposed overlay to match into existing grades. The additional depth required along the curb and gutter and at butt joint locations shall be incidental to the cost of the full-width planing bid item.

The planing of butt joints in full-width planning areas will be considered incidental to the Planing Bituminous Pavement – Full Width and will not be measured.

***(******)***

Prior to start of any planing operations, Contractor shall trim all low-lying tree limbs in order to provide adequate clearance for the paving operation and any traffic detours that are routed under the tree canopy. All trimming shall be performed by a certified arborist hired by the Contractor. Only those limbs that will interfere with project construction activities and detoured traffic shall be trimmed. It is the Contractor's responsibility to ensure the existing trees are not damaged due to construction activities. Trimming shall be incidental to planing activities.

***(July 18, 2018 APWA GSP)***

**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 peace officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

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

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

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

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

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

5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.

7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.

8. Names, job titles, and contact information for field, office, and plant supervisory personnel.

9. A copy of the approved Mix Designs.

10. Tonnage of HMA to be placed each day.

11. Approximate times and days for starting and ending daily operations.

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

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle

traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:

    a. The actual times of starting and ending daily operations.

    b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

    c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.

    d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.

    e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.

    f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed

    g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.

    h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

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

    j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

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

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

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

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

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

**5-04.3(15) Sealing Pavement Surfaces**

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

**5-04.3(16) HMA Road Approaches**

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

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**5-04.3(22) HMA Sidewalk Transition**

Where shown in the Plans, the Contractor shall provide HMA sidewalk transitions conforming to the Plans. The slope of the HMA sidewalk transition **shall not exceed 8.0%** and its cross-slope shall **not exceed 1.5%.** The sidewalk transition shall be placed, shaped, and compacted by hand or by other method approved by the Engineer. This sidewalk transition shall be constructed with Class ½-inch HMA or Commercial HMA.

The pavement surface shall be dry and free from debris prior to installation of the sidewalk transition. Immediately prior to placing the sidewalk transition, a tack coat of asphalt shall be applied to the surface upon which the sidewalk transition is to be placed.

The Contractor shall minimize handwork of HMA used to construct the sidewalk transition to reduce the aggregate segregation in the HMA.

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**5-04.3(23) HMA Colored and Stamped**

Where shown in the Plans, the Contractor shall provide HMA to cover the surface of the traffic island. The color of the HMA and the pattern shall be consistent with the existing color and pattern. The colored and stamped HMA shall be placed, shaped, and compacted by hand or by other method approved by the Engineer. This colored and stamped HMA shall be constructed with Class ½-inch HMA or Commercial HMA.

The traffic island surface shall be dry and free from debris prior to installation of the colored HMA mix. Immediately prior to placing the colored HMA mix, a tack coat of asphalt shall be applied to the surface of the traffic island upon which the colored HMA is to be placed.

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**5-04.3(24) HMA Walkway**

Where shown in the Plans, the Contractor shall provide HMA walkway conforming to the Plans. The slope of the HMA walkway **shall not exceed 7.5%** and its cross-slope shall **not exceed 1.5% and** shall be **at least 2 inches thick.** The HMA Walkway shall be placed, shaped, and compacted by hand or by other method approved by the Engineer. This HMA walkway shall be constructed with Class ½-inch HMA or Commercial HMA.

The pavement surface shall be dry and free from debris prior to installation of the HMA Walkway. Immediately prior to placing the HMA Walkway, a tack coat of asphalt shall be applied to the surface upon which the HMA Walkway is to be placed.

The Contractor shall minimize handwork of HMA used to construct the HMA Walkway to reduce the aggregate segregation in the HMA.

***(July 18, 2018 APWA GSP)***

### 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.

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

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

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

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

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

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

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

Planing bituminous pavement will be measured by the square yard.

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

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

**(******)**

**Section 5-04.4 is supplemented with the following:**

Pavement Repair Excavation Incl. Haul will be measured by the square yard of surface marked prior to excavation.

Unscheduled Pavement Repair will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

Planing Bituminous Pavement – Full Width – XX" Depth will be measured by the square yard, and include only full–width planing.

HMA for Sidewalk Transition will be measured per ton

HMA Colored and Stamped will be measured per square foot

HMA Walkway will be measured per square foot

Remove and Replace HMA Speed Hump will be measured per each speed hump removed and replaced.

Longitudinal and Transverse joint seals between old and new HMA pavement will not be measured.

No specific unit of measurement will apply to the calculated item of asphalt cost price adjustment.

***(July 18, 2018 APWA GSP)***
**5-04.5 Payment**

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

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

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

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

"HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Commercial HMA", per ton.

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

"Preparation of Untreated Roadway", per mile.

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

"Preparation of Existing Paved Surfaces", per mile.

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

"Crack Sealing", by force account.

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

"Pavement Repair Excavation Incl. Haul", per square yard.

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

"Asphalt for Prime Coat", per ton.

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

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

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

“Asphalt for Fog Seal”, per ton.

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

“Longitudinal Joint Seal”, per linear foot.

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

“Planing Bituminous Pavement”, per square yard.

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

“Temporary Pavement Marking”, per linear foot.

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

“Water”, per M gallon.

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

“Job Mix Compliance Price Adjustment”, by calculation.

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

“Compaction Price Adjustment”, by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04..3(10)D3.

“Roadway Core”, per each.

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

“Cyclic Density Price Adjustment”, by calculation.

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

**(******)**
**Section 5-04.5 is supplemented with the following:**

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 ___”, “HMA for Sidewalk Transition 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 sub-section and which are included in the Proposal.

The unit Contract price per square foot for "HMA Colored and Stamped" and "HMA Walkway" shall be full compensation for all costs, including anti-strip and color additives, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this sub-section and which are included in the Proposal.

All costs for asphalt tack coat shall be included in the contract price per ton of the HMA.

"Pavement Repair Excavation Incl. Haul", per square yard. The unit contract price shall also be full payment for all costs associated with the installation, maintenance and removal of storm drain inlet protection (catch basin inserts) and any and all costs associated with tree trimming required to provide adequate clearance for construction equipment or traffic detours.

"Unscheduled Pavement Repair", per force account.

"Remove and Replace HMA Speed Hump", per each

The unit contract price per each for "Remove and Replace HMA Speed Hump" shall be full payment for all costs associated with the removal and disposal of existing speed hump prior to resurfacing of the roadway, and reinstallation of speed hump or speed cushion (Slotted Speed hump) as shown in the Plans and in accordance with City of Kirkland Pre-Approved Plans.

The unit contract price per each for "Remove and Replace HMA Speed Bump" shall be full payment for all costs associated with the removal and disposal of existing speed bump prior to resurfacing of the roadway, and reinstallation of speed bump as shown in the Plans and in accordance with City of Kirkland Pre-Approved Plans.

The unit contract price per square yard for "Planing Bituminous Pavement – Full Width – XX" Depth" shall be full payment for all costs incurred to perform the work described in Section 5-04.3(14) including edge full width planing as indicated on the plans. The unit contract price shall also be full payment for all costs associated with the installation, maintenance and removal of storm drain inlet protection (catch basin inserts), additional planing depth required to match into curb and gutter and butt joint locations, and any and all costs associated with tree trimming required to provide adequate clearance for construction equipment or traffic detours.

Longitudinal and Transverse joint seals between old and new HMA pavement is considered incidental to the cost of paving and shall be included in the unit contract price per ton for "HMA Cl. ___ PG ___".

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**Asphalt Cost Price Adjustment**

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

"HMA Cl. ___ PG ___"

"HMA for Pavement Repair Cl. ___ PG ___"

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish the asphalt binder reference cost twice each month and post the information on the Agency website at:

http://www.wsdot.wa.gov/Business/Construction/EscalationClauses.htm

The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

The base cost established for this contract is the reference cost posted on the Agency website for the period immediately preceding the bid opening date.

Adjustments will be based on the most current reference cost for Western Washington or Eastern Washington as posted on the Agency website, depending on where the work is performed. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted. The adjustment will be calculated as follows:

No adjustment will be made if the reference cost is within 5% of the base cost.

If the reference cost is greater than or equal to 105% of the base cost, then

Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then

Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where Q = total tons of all classes of HMA paid in the current month's progress payment.

"Asphalt Cost Price Adjustment", by calculation.

"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

**END OF DIVISION 5**

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

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

### 7-05.3 Construction Requirements

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

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

All manholes shall be lowered prior to planning operations. After the manhole has been lowered, the Contractor shall patch the resultant void with cold mix. After paving, all manholes shall be raised to grade.

The contractor shall expect to encounter existing PAMREX/ERGO style manhole covers. PAMREX/ERGO manhole covers have several small cavities, including key holes and hinges. These cavities must remain free of HMA and any other debris in order to remain operational. The contractor shall protect these covers prior to paving to ensure HMA does not enter the cavities. All utility covers and frames, in addition to the PAMREX/ERGO covers, shall be thoroughly cleaned free of HMA or other debris after paving activities are completed.

Catch basins and similar structures shall be brought to finished grades by methods of construction as required in Section 7-05 and City of Kirkland Pre-Approved Plans. Steel risers, bricks or Jet Set are not allowed. Patch pavement with Class ½" asphalt concrete pavement. Seal joint with PG 58H-22 and dry sand after patching.

The Engineer may direct Contractor to replace existing frame and/or grate and/or cover with new frame/grate/cover. In such instances, the new frame/grate will be furnished by the City and delivered to the job site. The City may elect to have the Contractor replace existing manhole covers with round hinged locking manhole covers and frames provided by the City. Contractor shall install the round hinged locking covers and frames per CK-D.18A/CK-S.16A and provide risers as necessary to adjust the covers to grade. **No additional compensation will be made to the Contractor for replacing frames/grates/covers with City provided frames/grates/covers or for providing additional risers for adjustment.**

### 7-05.4 Measurement

Adjustment of manholes, either by raising or lowering, will be measured per each.

Adjustment of catch basins, either by raising or lowering will be measured per each.

### 7-05.5 Payment

"Adjust Manhole – Lowering", will be measured per each.

The unit Contract Price for "Adjust Manhole – Lowering" shall be full pay for all costs necessary to make the lowering adjustment, including cold mix asphalt.

"Adjust Catch Basin – Lowering", will be measured per each.

The unit Contract Price for "Adjust Catch Basin – Lowering" shall be full pay for all costs necessary to make the lowering adjustment, including cold mix asphalt.

"Adjust Manhole – Raising", will be measured per each.

The unit Contract Price for "Adjust Manhole – Raising" shall be full pay for all costs necessary to make the raising adjustment, including the restoration of adjacent areas in a manner acceptable to the Engineer.

"Adjust Catch Basin– Raising", will be measured per each.

The unit Contract Price for "Adjust Catch Basin – Raising" shall be full pay for all costs necessary to make the raising adjustment, including the restoration of adjacent areas in a manner acceptable to the Engineer.

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## 7-07 CLEANING EXISTING DRAINAGE STRUCTURES

### 7-07.3 Construction Requirements

Section 7-07.3 is supplemented with the following:

All catch basins, manholes, storm ditches, and inlet structures shall be kept clean of all debris associated with grinding, paving, or other operations associated with the work. Existing drainage facilities containing debris from the Contractors operations shall be cleaned prior to final acceptance of the work.

### 7-07.5 Payment

Section 7-07.5 is deleted in its entirety and replaced with the following:

Cleaning existing drainage structures shall be incidental to the contract price of other items in the contract.

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## 7-12 VALVES FOR WATER MAINS

### 7-12.3 Construction Requirements

Section 7-12.3 is supplemented with the following:

**Water Valve Box Adjustment - Lowering -** Water valve boxes shall be lowered prior to planing operations. All water valve boxes located in the City of Kirkland water service area shall receive temporary paving rings/steel risers after being lowered to fill the resultant void and to allow continuous emergency access to the valves. All paving rings/steel risers shall be removed prior to final valve box adjustment (raising). Voids created by lowering on all water valve boxes located outside the City of Kirkland water service area shall be patched with cold mix.

**Water Valve Box Adjustment - Raising -** Water valve boxes shall be brought to finished grade by methods of construction as required in Section 7-12 and Kirkland Pre-Approved Plan No. R.02. Water valve box tops and lids shall be replaced as necessary. Multiple steel risers are not allowed for water valve box adjustments. Water valve boxes shall be adjusted in a manner where the "ears" point in the direction of flow of the main. If the direction of flow of the main cannot be determined in the field, the Contractor shall notify the Inspector and coordinate with the City Water Department, Northshore Utility District, or Woodinville Water District to determine the direction of flow. Patch pavement with Class G asphalt concrete pavement. Seal with PG 58H-22 and dry sand after patching.

**Water Valve Box Replacement –** As directed by the Project Engineer, several existing water valve boxes shall be replaced with locking valve boxes and brought to finished grade by methods of construction as required in Section 7-12 and Kirkland Pre-Approved Plan No. R.02. Water valve boxes requiring replacement are noted on the plans and the new boxes shall be Olympic Foundry. 940 DS style with allen screw locks as shown in Appendix A, or approved equal. Steel risers are not allowed for water valve box adjustments. Water valve boxes shall be replaced in a manner where the "ears" point in the direction of flow of the main. If the direction of flow of the main cannot be determined in the field, the Contractor shall notify the Inspector and coordinate with the City Water Department, Northshore Utility District, or Woodinville Water District to determine the direction of flow. Patch pavement with Class G asphalt concrete pavement. Seal with PG 58H-22 and dry sand after patching.

The Contractor shall notify the Inspector if the direction of flow of the main cannot be determined prior to adjusting or replacing the valve box. The Inspector can coordinate with the City Water Department to determine the flow direction.

**The City Water Department shall have continuous emergency access to all water valves within the City of Kirkland water service area.** Normal operational access to water valves shall be made available during holiday non-work hours, or by the end of work hours each Friday. With exception to previous conditions, the contractor shall restore normal operational access to water valves within two working days after paving.

After final adjustment, all water valve lids within the project limits shall be painted with blue enamel. Paint shall be equal to Kelly Moore DTM 5780 gloss enamel - Safety Blue, or approved equal. All painting of the water valve lids shall be incidental to the cost of adjusting or replacing the water valve boxes.

All water valve boxes shall be kept clean of all debris associated with grinding, paving, or other operations associated with the work. Existing valve boxes containing debris from the Contractors operations shall be cleaned prior to final acceptance of the work.

### 7-12.4 Measurement

Section 7-12.4 is supplemented with the following:

Adjustment of water valve box, either by raising or lowering, will be measured per each.

Replacement of water valve box will be measured per each.

***Painting of the water valve box lids is incidental to the valve box adjustment or replacement and will not be measured.***

### 7-12.5 Payment

Section 7-12.5 is supplemented with the following:

Payment will be made for the following bid item(s):

"Adjust Water Valve Box - Lowering", per each.

The unit Contract price for "Adjust Water Valve Box – Lowering" shall be full pay for all costs necessary to make the lowering adjustment, including any paving rings or cold mix asphalt.

"Adjust Water Valve Box - Raising", per each.

The unit Contract Price for "Adjust Water Valve Box – Raising" shall be full pay for all costs necessary to make the raising adjustment, including the restoration of adjacent areas in a manner acceptable to the Engineer.

"Replace Water Valve Box", per each.

The unit Contract Price for "Replace Water Valve Box" shall be full pay for all costs necessary to make the raising adjustment, including the new locking water valve box assembly and restoration of adjacent areas in a manner acceptable to the Engineer.

***No payment will be made for painting the water valve box lids.***

***(******)***

## 7-15 SERVICE CONNECTIONS

### 7-15.1 Description

Section 7-15.1 is supplemented with the following:

Water meter boxes damaged by the Contractor's activity shall be replaced at the Contractor's expense. Where noted on the plans, water meter boxes shall be replaced with current City of Kirkland pre-approved boxes (as shown in the table below), and brought to finished grade at no additional cost to the City. Water meter boxes shall conform with City of Kirkland standards. Meter boxes located in sidewalks or roadways shall be concrete with steel traffic bearing lid. In locations where water meter boxes and risers are located within sidewalk, lids shall be replaced with non-slip lids meeting the requirements of the Americans with Disabilities Act.

### 7-15.4 Measurement

Section 7-15.4 is supplemented with the following:

Measurement of water meter box replacement will be made per each.

### 7-15.5 Payment

Section 7-15.5 is supplemented with the following:

Payment will be made for the following bid item(s):

"Replace Water Meter Box", per each.

**END OF DIVISION 7**

# DIVISION 8 – MISCELLANEOUS CONSTRUCTION

## 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

***(June 20, 2017 COK GSP)***
**8-01.1 Description**

Section 8-01.1 is supplemented with the following:

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

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

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

**Site Specific BMPs and SWPPP Plan**

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

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

*(June 20, 2017 COK GSP)*
**8-01.3 Construction Requirements**

Section 8-01.3 is supplemented with the following:

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

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

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

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

***8-01.3(1) General***

*(June 20, 2017 COK GSP)*
**8-01.3(1)A Submittals**

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

**Stormwater Pollution Prevention Plan**

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

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

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

The Ecology template can be found at the following link:

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

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

*(June 20, 2017 COK GSP)*
**8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

Supplement this the second paragraph with the following:

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

4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
   a. SWPPP Inspection Reports or Forms.
   b. SWPPP narrative.
   c. Other applicable permits.

*(June 20, 2017 COK GSP)*
**8-01.3(1)C Water Management**

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

The Contractor will be responsible for meeting the SWPPP requirements.

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

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

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

*(******)*
**8-01.5 Payment**

Section 8-01.5 is deleted in its entirety and replaced with the following:

Payment will be made for the following bid item(s):

"Erosion/Water Pollution Control", by force account as provided in Section 1-09.6.

Installation, maintenance, and removal of erosion and water pollution control devices **(except inlet protection as provided in Section 5-04))**, 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 force account under the item "Erosion/Water Pollution Control".

***(******)***

## 8-02 ROADSIDE RESTORATION

### 8-02.3 Construction Requirements

#### *8-02.3(9) Pruning, Staking, Guying and Wrapping*

Section 8-02.3(9) is supplemented with the following:

The contractor shall ensure that proper pruning techniques are used if removal of canopy material is necessary to allow access for equipment or re-routing of vehicular traffic.

All costs associated with pruning and staking trees shall be considered incidental to and included in the contract price for planing bituminous pavement.

#### *8-02.3(9A) Root Trimming and Barrier Placement*

Section 8-02.3(9A) 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 perform root trimming as required. The Contractor shall hire a Certified Arborist to perform the root trimming if roots larger than 3 inches in diameter are exposed and require trimming. 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. The Inspector shall observe all root trimming activities.

After root trimming activities are completed crushed surfacing top course shall be placed and compacted per plan.

Root barriers may be used as recommended along the edge of sidewalk or back edge of curbs to protect the proposed curb and sidewalk from root damage. Root barriers shall ***never*** be used around the entire circumference of the root zone. All root barrier shall be installed in accordance with the manufacturer's instructions. Root Barriers shall consist of 0.080" thick (min.) polypropylene sheet(s) placed against the excavated and exposed root mass. The barrier shall be installed so that it is flush with the finish grade of the landscaped area and extends to a minimum depth of 24 inches.

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

If roots are encountered that require trimming by a Certified Arborist, 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.

***(******)***

### 8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

Landscape restoration shall be measured by the square foot and shall include all labor and materials associated with completing the landscaping as described within these specifications.

All work associated with arborist evaluation of roots, trimming roots in excess of 3 inches in diameter and installing root barriers will be paid for by force account as specified in Section 1-09.6 under the bid item for "Property Restoration".

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

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

***All work associated with trimming roots less than 3 inches in diameter will not be measured.***

### 8-02.5 Payment

Section 8-02.5 is supplemented with the following:

“Landscape Restoration”, per square foot.

“Property Restoration”, per lump sum.

Trimming roots in excess of 3 inches in diameter and root barrier placement will be paid for by the “Property Restoration” bid item.

***Trimming roots less than 3 inches in diameter and hand digging around root zones will be considered incidental to the cost of removal of structures and obstructions.***

***(******)***

## 8-03 IRRIGATION SYSTEMS

### 8-03.1 Description

*Supplement this Section with the following:*

Work shall include locating existing private irrigation systems located within the right-of-way or improvement easements, cutting and capping and/or rerouting the irrigation lines at the right-of-way or easement line, and removing the irrigation piping and appurtenances from the City right-of-way or obtained easement.

Irrigation line and appurtenances shall be salvaged and returned to the owner of the adjacent property.

The Contractor shall minimize the impacts to these facilities to the maximum extent possible. The Contractor shall inform the Engineer of all proposed modifications to the existing irrigation systems prior to beginning the modifications.

### 8-03.2 Materials

*Supplement this Section with the following:*

References to the use of galvanized pipe in the Standard Specifications and Amendments shall be replaced with Schedule 80 PVC or other Engineer accepted pipe material.

### 8-03.3 Construction Requirements

*Supplement this Section with the following:*

All work shall be in strict conformance with the City of Kirkland Water System and Sewer Standards, together with the Plans, details and manufacturer’s written information regarding recommended installation procedures.

Private irrigation systems that have been damaged during construction activities shall be repaired or replaced within 5 working days. The Contractor shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an "equal or better than" original condition. This work will include, but not be limited to, cutting and capping existing pipe, relocating existing risers and sprinkler heads new pipe heads and connections, and testing of the system.

Prior to disturbance of any irrigation system the Contractor shall make arrangements with the property owner to have the existing system turned on and tested. Deficiencies found shall be reported to the Engineer prior to disturbance of the existing system.

Existing systems shall be re-tested after modifications have been made in the presence of the Engineer. The Engineer must approve the private irrigation system modification prior to acceptance of the work.

### 8-03.4 Measurement

*Supplement this Section with the following:*

No specific unit of measurement will be made for "Modifying Existing Irrigation Systems" which shall be per force account.

### 8-03.5 Payment

*Supplement this Section with the following:*

"Modifying Existing Irrigation Systems", force account.

"Modifying Existing Irrigation Systems" will be paid by force account as provided in section 1-09.6 of the Standard Specifications and herein. Costs incurred during removal of existing private irrigation systems within the right-of-way, reconfiguring the existing system to ensure that it remains operational and functions properly, and coordinating with the City Construction Inspector to verify that the remaining system is still operational shall be paid by force account.

For the purposes of Bidding equity, the City has established an estimated quantity for this item of work. Actual payment for this work shall be made only for the actual amount of work performed as authorized and deemed necessary by the Engineer, and may differ from the estimated amount provided in the Proposal.

***(******)***

## 8-04 CURBS, GUTTERS, AND SPILLWAYS

Section 8-04.1 is supplemented with the following:

### 8-04.3 Construction Requirements

**HMA Drainage Berm**

HMA drainage berm conforming to the Plans shall be placed, shaped, and compacted true to line and grade by hand or by other method approved by the Engineer. HMA drainage berm shall be constructed with Class ½" HMA or Commercial HMA.

The pavement surface shall be dry and free from debris prior to installation of the berm. Immediately prior to placing the berm, a tack coat of asphalt shall be applied to the surface upon which the berm is to be placed.

Berms shall be a minimum of 3 inches in height. The Contractor shall minimize handwork of HMA used to construct the berm to reduce the aggregate segregation in the HMA. The berms shall be sealed by the Contractor if excess handwork caused aggregate segregation leaving the berms susceptible to premature deterioration.

**HMA Thickened Edge**

An HMA thickened edge, conforming to the Plans, shall be placed as shown in the Plans or as directed by the Engineer.

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

Section 8-04.3(1) is supplemented with the following:

Where shown in the Plans or where directed by the Engineer, the Contractor shall make necessary connections to existing curb and gutter. Care shall be taken in removing the existing extruded curb and curb and gutter so as not to damage the adjacent portion(s) to remain in place. All removals

shall be accomplished by making a neat, vertical sawcut at the boundaries of the areas to be removed. Any existing improvements damaged due to the Contractor's operations shall be replaced at the Contractor's expense.

All materials associated with the removal of existing curb and subgrade/base preparation shall become the property of the Contractor and shall be disposed of at a legal disposal site obtained by the Contractor.

The subgrade shall be prepared and crushed surfacing placed in accordance with City of Kirkland Standard Plans. The base for curb shall be compacted to 95 percent density at optimum moisture content (Modified Proctor) before placing the curb. Prior to preparing the subgrade, all roots that are within the limits of the sidewalk shall be removed.

New curb sections shall be constructed to match the grade and shape of the adjacent curb to remain and the adjacent asphalt concrete roadway. Where shown in the Plans, the curb shall be depressed for the installation of curb ramps and driveways.

Curb, curb and gutter, or gutter sections with surfaces damaged by polyethylene sheeting, placement during inclement weather, or vandalized will be removed and replaced at the Contractor's expense.

Concrete shall be air entrained Class 4000. Curb and gutters shall not be poured monolithically with sidewalks.

**8-04.3(1)A Extruded Cement Concrete Curb**

Section 8-04.3(1)A is supplemented with the following:

Extruded Cement Concrete Curb shall be installed per City of Kirkland pre-approved plan CK-R.19 and shall be painted white, or as directed by Project Engineer.

**8-04.4 Measurement**

Section 8-04.4 is supplemented with the following:

HMA drainage berm will be measured by the linear foot.

HMA thickened edge will be measured by the linear foot.

Cement concrete extruded curb will be measured by the linear foot of installed and painted extruded curb.

**8-04.5 Payment**

Section 8-04.5 is supplemented with the following:

Payment will be made for the following bid item(s):

"HMA Drainage Berm", per linear foot.

"HMA Thickened Edge", per linear foot.

"Cement Concrete Extruded Curb", per linear foot.

*(******)*

## 8-05 POTHOLING

### 8-05.1 Description

Potholing has been included in the Proposal for the use in the determination of the location of existing utilities in advance of the Contractor's operations.

### 8-05.3 Construction Requirements

The Engineer shall approve all potholing requests from the Contractor prior to potholing. Additionally, the Contractor shall provide potholes at the Engineer's request. The Contractor shall review the utility markings in the field after construction staking has been provided but prior to starting of installation of any utilities or foundations for signal or other electrical equipment.

When potholing is performed the Contractor shall:

1. Receive prior approval from the Engineer for the location of the proposed pothole.
2. Contact on-call utility services prior to performing pot holes.
3. Excavate down to the existing utility.
4. Record the horizontal location by Station and offset and vertical elevation of the found utility.
5. Provide the Engineer a drawing showing the location of the existing utility and location of the proposed utility.

After potholing, the Contractor shall backfill the pothole with Crushed Surfacing Top Course up to pavement subgrade depth unless the Engineer determines that the native material is suitable for backfill.

Should a conflict exist, the Contractor shall notify the Engineer as soon as possible. The Engineer will provide a revised design within five (5) working days upon the receipt of the written notification of a utility conflict.

### 8-05.4 Measurement

“Potholing” will be measured per each.

### 8-05.5 Payment

Payment will be made in accordance with Section 1-04.1 for each of the following items included in the Proposal:

“Potholing”, per each.

The unit Contract price for “Potholing” per each shall be full compensation for all equipment, tools, labor, and materials required to complete the potholing including but not limited to review of the site, recording locations of existing utilities in relationship to the proposed utilities, excavation, trench backfill with crushed surfacing top course and compaction, and temporary restoration of the excavated area. This unit price shall also include the cost for rescheduling work as required to allow the Engineer up to five (5) working days to issue any design modifications that may be necessary. For the purposes of bidding equality, the Contracting Agency has furnished an estimated quantity for this item of work. Actual payment for this work, if necessary, will be made only for the actual amount of work performed as authorized and deemed necessary by the Engineer and may differ greatly from the estimated amount provided.

*(******)*

## 8-06 CEMENT CONCRETE DRIVEWAY ENTRANCE

### 8-06.4 Payment

Section 8-06.4 is supplemented with the following:

"Payment will be made for the following Bid item when it is included in the Proposal:

"Cement Conc. Driveway Entrance", per square yard.

All costs in constructing the driveway entrance in segments and installing and removing the temporary approach shall be included.

*(******)*

## 8-07 PRECAST TRAFFIC CURB

### 8-07.3 Construction Requirements

Section 8-07.3 is supplemented with the following:

**All Type C and Precast Dual-Faced Sloped Mountable Curb installed within the roadway shall be recessed below the pavement per CK-R.19A.**

### 8-07.4 Measurement

Section 8-07.4 is replaced with the following:

Dual-faced sloped mountable curb will be measured by the linear foot of tapered block and nosing block installed and recessed below the pavement surface per CK-R.19A. Only one face of dual faced curb will be measured.

*(******)*

## 8-09 RAISED PAVEMENT MARKERS

### 8-09.1 Description

Section 8-09.1 is supplemented with the following:

This work shall consist of furnishing and installing raised pavement markers (RPMs) at locations designated in the Plans or as directed by the Engineer.

Following placement of the asphalt concrete overlay, the Contractor shall furnish and install BLUE, Type 2B, RPMs perpendicular to each fire hydrant in the interior channelization of the adjacent lane.

Following placement of the asphalt concrete overlay, the Contractor shall furnish and install WHITE, Type 2, RPMs at the end of each crosswalk line as directed or as shown on plans. RPMs shall not be placed in the bike lane.

### 8-09.5 Payment

Section 8-09.5 is supplemented with the following:

Payment will be made for the following bid item(s):

"Raised Pavement Marker, Type 2B", per hundred.

*(******)*

## 8-13 MONUMENT CASES

### 8-13.1 Description

Section 8-13.1 is supplemented with the following:

This work shall consist of lowering monument cases prior to asphalt overlay activities and raising monument cases to grade following placement of asphalt overlay.

### 8-13.3 Construction Requirements

Section 8-13.3 is supplemented with the following:

**Adjustment of Monument Cases - Lowering**

Prior to planing operations, the Contractor shall vertically adjust the monument case and cover below the limits for planing bituminous pavement. After the monument case and cover have been lowered, the Contractor shall patch the resultant void with cold mix asphalt.

**Adjustment of Monument Cases - Raising**

The Contractor shall adjust monument cases to finish grade in accordance with City of Kirkland Pre-Approved Plan CK-R.03. The use of riser rings in lieu of adjustment will not be allowed.

If the monument is displaced by the Contractor's operations the Contractor shall remove and replace the case and coordinate reestablishment of the monument by a Professional Land Surveyor (PLS) at no additional cost to the Contracting Agency.

**Survey Monument Construction**

Contractor shall construct new survey monuments per City of Kirkland Pre-Approved Plan CK-R.03 to replace existing survey monuments that are not encased and located on the existing road surface. The exact locations of these survey monuments will be located by the City's surveying consultant after the final course of surfacing has been placed.

### 8-13.4 Measurement

Section 8-13.4 is supplemented with the following:

Adjustment of monument cases, either by raising or lowering, will be measured per each.

Survey monument construction will be measured per each.

### 8-13.5 Payment

Section 8-13.5 is supplemented with the following:

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

"Adjust Monument Case and Cover - Lowering", per each.

The unit Contract price for "Adjust Monument Case and Cover – Lowering" shall be full pay for all costs necessary to make the lowering adjustment, including cold mix asphalt used to fill the resultant void created by the lowering adjustment.

"Adjust Monument Case and Cover - Raising", per each.

The unit Cost price for "Adjust Monument Case and Cover - Raising" shall be full pay for all costs necessary to make the raising adjustment including backfilling and pavement patching.

"Survey Monument Construction", per each

The unit price of for "Survey Monument Construction" shall be full pay for all costs necessary to remove monument existing on the surface of the pavement and constructing a new monument with case and cover per City of Kirkland pre-approved plan CK-R.03.

***(******)***

## 8-14 CEMENT CONCRETE SIDEWALK

### 8-14.1 Description

Section 8-14.1 is supplemented with the following:

The work described in this section shall consist of construction of new cement concrete sidewalk, removal and replacement of cement concrete sidewalk, and curb ramps.

### 8-14.3 Construction Requirements

Section 8-14.3 is supplemented with the following:

Where shown in the Plans or where directed by the Engineer, the Contractor shall make necessary connections to the existing sidewalk. Care shall be taken in removing the sidewalk to be replaced so as not to damage the adjacent portion(s) to remain in place. All removal shall be accomplished by making a neat, vertical sawcut at the boundaries of the areas to be removed. Any existing improvements damaged due to the Contractor's operations shall be replaced at the Contractor's expense. All root material found to be growing under the sidewalk shall be removed prior to preparing the base material.

All materials associated with the removal of existing sidewalk and subgrade/base preparation shall become the property of the Contractor and shall be disposed of at a legal disposal site obtained by the Contractor.

Sidewalks and curb ramps shall be constructed in accordance with WSDOT Standard Plans as specified. Concrete shall be air-entrained Class 4000. Sidewalks shall not be poured monolithically with curb and gutter.

Sidewalks shall be constructed to the same grade as the adjacent sidewalk to remain or to the top of sidewalk elevation shown in the Plans. Surface finish and joint pattern shall match that of the adjacent walk to remain, or as directed by the Engineer.

The finished surface shall be free from humps, sags, and other irregularities. Curb and gutter shall be water tested in the presence of the Engineer prior to acceptance to verify that water will flow along the flow line. No standing water will be allowed. Any locations not passing a water test shall be removed and replaced at the Contractor's expense.

Any concrete surface finish damaged by improperly placed polyethylene sheeting, placement during inclement weather, or vandalism shall be removed and replaced at the Contractor's expense.

**Sidewalk Ramp**

Construction of concrete sidewalk ramps shall conform to current requirements of the Americans with Disabilities Act as well as the specified WSDOT Standard Plan. Concrete shall be air-entrained Class 4000.

**Driveway Entrance**

Construction of concrete driveway entrance shall conform to WSDOT Standard Plans. Concrete mix shall be High Early Strength, Class 4000, with air entrainment.

***(******)***

**8-14.3(5) Detectable Warning Surface**

Section 8-14.3(5) is supplemented with the following:

Double entry ramp locations, at which the length of truncated domes is equal to or greater than 10 feet, shall have a black truncated dome panel separating the two yellow dome panels.

**8-14.5 Payment**

Section 8-14.5 is supplemented with the following:

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

"Cement Conc. Driveway Entrance", per square yard.

## 8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS AND ELECTRICAL

### 8-20.3 Construction Requirements

***(NWR May 5, 2014)***

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

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

Unless otherwise noted in the Plans or approved by the Engineer, junction boxes, cable vaults and pull boxes shall not be placed within the traveled way or paved shoulders.

All junction boxes, cable vaults, and pull boxes placed within the traveled way or paved shoulders shall be heavy-duty.

Wiring shall not be pulled into any conduit until all associated junction boxes have been adjusted to, or installed in, their final grade and location, unless installation is necessary to maintain system operation. If wire is installed for this reason, sufficient slack shall be left to allow for future adjustment.

Prior to installing new cables or reinstalling existing cables into new or existing cable vaults, pull boxes or junction boxes, the cable vault, pull box or junction box shall be cleaned of all dirt and debris.

When junction boxes, cable vaults and pull 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, cable vaults and pull boxes. The joint filler shall be removed prior to adjustment to finished grade.

When junction boxes, cable vaults or pull boxes are adjusted to finished grade, the six-inch gravel pad requirements shall be maintained. When existing junction boxes pull boxes or cable vaults do not have this gravel pad, or the gravel pad does not meet these specifications, a gravel pad, meeting these specifications shall be installed as part of the adjustment to finished grade.

Heavy-duty Type 4, 5 and 6 junction boxes, cable vaults and pull boxes shall be installed in accordance with the following:

1. Excavation shall be sufficient to leave one foot in the clear between their outer surface and the earth bank.

2. Junction boxes, cable vaults and pull boxes shall be installed on a level 6-inch layer of crushed surfacing top course, in accordance with 9-03.9(3), placed on a compacted or undisturbed foundation. The crushed surfacing shall be compacted in accordance with Section 2-09.3(1)E.

3. After installation, the lid/cover shall be kept bolted down during periods when work is not actively in progress at the junction box, cable vault or pull box.

4. Before closing the lid/cover, the lid/cover and the frame/ring shall be thoroughly brushed and cleaned of all debris. There shall be absolutely no visible dirt, sand or other foreign matter between the bearing surfaces.

5. When the lid/cover is closed for the final time, a liberal coating of anti-seize compound shall be applied to the bolts and nuts and the lid shall be securely tightened.

6. Hinges on the Type 4, 5 and 6 junction boxes shall be located on the side of the box, which is nearest to the adjacent shoulder. Hinges shall allow the lid to open 180 degrees.

***(******)***

**8-20.3(14)C Induction Loop Vehicle Detectors**

Section 8-20.3(14)C is supplemented with the following:

**General**

All loops damaged by the Contractor must be replaced with Type 3 induction loops or as noted on the Plans.

The Contractor shall notify the City of Kirkland Inspector a minimum of five working days in advance of pavement removal or grinding in areas with existing loops.

Install loop detectors during conditions of zero precipitation and when the pavement temperature is between 40 degrees F and 100 degrees F.

Clean roadway surface of debris, standing water, or other material which may enter the sawcut and thereby degrade the quality of the installation.

In Section 8-20.3(14)C, Items 2 and 11 and the last two sentences of Item 4 are deleted.

***(NWR August 16, 2010)***

Section 8-20.3(14)C is supplemented with the following:

**Round Loops**

Round loops shall be constructed in accordance with the following requirements:

1. Loop conductor and lead in cable shall conform to Section 9-29.3(2)F of these Special Provisions,.

2. Round sawcuts shall be six feet in diameter and shall be constructed using equipment designed for cutting round loops. The equipment shall use a concave, diamond-segmented blade. The sawcuts shall be normal to the pavement surface and shall be a minimum of 0.25 inches wide. The sawcut depth shall be a minimum of 2 5/8 inches and a maximum of three inches measured at any point along the

perimeter, except on bridge decks. Other methods of constructing the round sawcut, such as anchoring a router or flat blade saw, will not be allowed.

3. The bottom of the sawcut shall be smooth. No edges created by differences in sawcut depths will be allowed.

4. All sawcut corners shall be rounded to a minimum 1.5 inch radius.

5. All sawcuts shall be cleaned with a 1000 psi high pressure washer as certified by the manufacturer's label on the machine or as measured by an in line pressure gauge. Wash water and slurry shall be vacuumed out and the sawcut shall be blown dry with compressed air. Disposal of the wash water and slurry shall comply with the requirements of Section 1-07.5(3) and the Special Provision **LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**.

6. Loops shall be installed on the final lift of roadway surfacing material.

7. The conductor shall be installed one turn on top of the previous turn. All turns shall be installed in a clockwise direction. The conductors shall be secured to prevent floating with 2-inch lengths of high temperature foam backer rod sized for a snug fit. The backer rod shall be spaced at 2-foot intervals around the perimeter of the sawcut and at corners.

8. Installation of the sealant shall completely encapsulate the loop conductors. A minimum of one inch of sealant shall be provided between the top of the conductors and the top of the sawcut. The top of the sealant shall be flush to 1/8 inch below the top of the sawcut.

9. The loop conductor to lead-in conductor splice shall be soldered and wrapped in mastic.

10. Use of kerosene solvent is prohibited.

**Test for Induction Loops and Lead-in Cable**

Section 8-20.3(14)D is supplemented with the following:

***(NWR October 5, 2009)***
**Induction Loop Tests**

Test A and Test D are revised as follows:

Test A – The DC resistance between the 2 lead-in cable wires, including the loop, shall be measured by a volt ohmmeter. The resistance shall not exceed 5-ohms or lower the Q of the circuit below 5 where Q is equal to the “Inductive Impedance @ 50 kHz” divided by “Resistance”.

Test D - An inductance test shall be made to determine the inductance level of each inductance loop. The Contractor shall record the inductance level of each inductance loop installed on the project and shall furnish the findings to the Engineer. An induction level, as measured from the controller cabinet, below 50-microhenries is considered a failure.

***(NWR October 5, 2009)***
**Existing Lead-in Cable Test**

When new induction loops are scheduled to be installed and spliced to an existing two-conductor shielded detector lead-in cable, the Contractor shall perform the following:

1. Disconnect the existing detector lead-in cable in the controller cabinet and at the loop splice.

2. Megger test both detector lead-in cable conductors. A resistance reading of less than 100-megohms is considered a failure.
3. Detector lead-in cables that fail the test shall be replaced and then retested.
4. After final testing of the detector lead-in cable, the loop installation shall be completed and the loop system tested according to Tests A, C and D.
5. Connect the detector lead-in cables in the controller cabinet.

***(******)***

**8-20.4 Measurement**

Section 8-20.4 is supplemented with the following:

Traffic signal induction loops shall be measured per each.

Junction boxes shall be measured per each.

Stub outs and/or home runs that require replacement will be paid for by force account under the "Minor Change" bid item as specified in Section 1-09.6. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become part of the total bid by the Contractor.

***(******)***

**8-20.5 Payment**

Section 8-20.5 is supplemented with the following:

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

"Traffic Signal Induction Loop – Type 3", per each.

"Replace/New Junction Box Type ____", per each.

***(******)***

## 8-21 PERMANENT SIGNING

### 8-21.2 Materials

Section 8-21.2 is supplemented with the following:

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

### 8-21.3 Construction Requirements

#### *8-21.3(5) Sign Relocation*

Section 8-21.3(5) is supplemented with the following:

Contractor shall provide and erect temporary signs prior to, or immediately following, removal of existing signs. Temporary signs shall be maintained by the Contractor until the permanent signs have been reinstalled.

Signs shall be reinstalled per City of Kirkland Pre-Approved Plan CK-R.43. The Contractor shall coordinate permanent sign location with the City's Sign Shop prior to installation. If existing post of permanent sign is not 2" Schedule 40 galvanized pipe then a new post shall be installed per City of Kirkland Pre-Approved Plan CK-R.43.

***(******)***

### 8-21.4 Measurement

Section 8-21.4 is supplemented with the following:

No unit of measurement shall apply to the lump sum price “Relocate Permanent Signage”.

*(******)*

### 8-21.5 Payment

Section 8-21.5 is supplemented with the following:

“Relocate Permanent Signage”, per lump sum.

The lump sum price for “Permanent Signing” shall be full compensation for all work and materials necessary to remove, reinstall, or replace existing signs and posts, and provide for and install new signs in accordance with the Plans and details, including all costs associated with furnishing, installing, and maintaining temporary signs and posts during the relocation of the permanent signs.

*(******)*

## 8-22 PAVEMENT MARKINGS

### 8-22.1 Description

Section 8-22.1 is supplemented with the following:

This work shall consist of furnishing, installing, and removing pavement markings on roadway and parking lot surfaces in accordance with the Plans, City of Kirkland Pre-Approved Plans, and these Specifications, at locations shown in the Plans or as directed by the Engineer.

Plastic pavement marking materials shall comply with the specifications for Type A, liquid hot applied thermoplastic, unless specified otherwise in Pre-Approved Plans. Paint pavement markings shall be VOC solvent-based paint.

**Painted Bicycle Lane Line**

A SOLID WHITE line, 6 inches wide, used to separate vehicular travel lanes from bicycle travel lanes.

A SOLID WHITE line, 4 inches wide, used in bicycle buffer space, at 45-degrees angle from the solid white 6-inch wide line, and at 20-foot intervals unless otherwise shown in the Plans or as directed by the Engineer.

**Painted Bicycle Detection Symbol**

A SOLID WHITE marking, conforming to the details in the Contract and CK-R.34A.

**Painted Pedestrian Symbol**

A SOLID WHITE marking, conforming to the details in the Contract.

**Painted Bicycle Lane Symbol**

A SOLID WHITE marking, conforming to the details in the Contract and CK-R.34.

**Plastic Bicycle Lane Symbol**

A SOLID WHITE marking, conforming to the details in the Contract and CK-R.34 or CK R.34B.

**Plastic Stop Line**

A SOLID WHITE line, 18 inches wide, conforming to details in the Contract and CK-R.28.

**Painted Curb**

CURB PAINTING- RED, YELLOW or WHITE shall be done in Accordance with Section 8-07.3(17).

**Plastic Speed Hump Markings**

SOLID WHITE lines, 12 inches wide, conforming to the striping identified in the detail for "Speed Hump" or "Slotted Speed Hump", CK-R-67 or CK-R-67B, as directed by Engineer.

**Plastic Speed Bump Markings**

SOLID YELLOW lines, 4 inches wide, conforming to the striping identified in the Plans, or as directed by Engineer.

**Plastic Yield Line Symbol**

SOLID WHITE symbol, 24 inches wide and 36 inches long, conforming to details in the Contract and WSDOT Standard Plan M-24.60-03.

**Plastic Speed Legend Bars/Transverse Bar Pavement Marking Pattern**

A WHITE marking conforming to details in the Contract and City of Kirkland Standard CK-R.38.

### 8-22.2 Materials

Pavement marking materials shall be as specified in Section 9-34 of the Standard Specifications and these Special Provisions.

### 8-22.3 CONSTRUCTION REQUIREMENTS *(COK GSP)*

### 8-22.3 Construction Requirements

#### 8-22.3(1) Preliminary Spotting

Section 8-22.3(1) is supplemented with the following:

The Engineer will provide centerline control points at 50' intervals in straight sections and 25' intervals on curves. The contractor will be responsible for conducting the remaining preliminary spotting for Engineer's review.

#### 8-22.3(2) Preparation of Roadway Surfaces

Section 8-22.3(2) is supplemented with the following:

Any street sweeping necessary to prepare the roadway surface for pavement marking shall be incidental to the cost of associated pavement marking application.

#### *8-22.3(3)* Marking Application

Two applications of paint will be required when the paint marking is to be applied to a newly paved surface or when the paint marking is not applied over an existing paint marking. The time period between applications shall be per the Standard Specification.

### *8-22.3(6)* Removal of Pavement Markings

Section 8-22.3(6) is supplemented with the following:

Existing pavement markings including plastic crosswalks, stop bars, traffic arrows, and raised pavement markers (RPMs) shall be removed prior to placement of asphalt overlay.

Pavement markings shall not be removed by grinding method except when preparing for asphalt overlay or when otherwise specifically authorized by the engineer. Damaged pavement shall be repaired/replaced at no cost to the Contracting Agency. Contractor shall use all reasonable means necessary to minimize air and noise pollution. No material associated with pavement marking removal shall be allowed to enter the public storm drainage system.

### 8-22.4 Measurement

Revise the first sentence of paragraph 2 of Section 8-22.4 as follows:

"The measurement for "Paint Line" will be based on a marking system capable of simultaneous application of three 4-inch lines or 6-inch lines with two 4-inch spaces."

Revise the first sentence of paragraph 3 of Section 8-22.4 as follows:

"The measurement for "Plastic Line", "Embossed Plastic Line", "Profiled Plastic Line", "Profiled Embossed Plastic Line", or "Grooved Plastic Line" will be based on the total length of each 4 inch and 6 inch wide plastic line installed."

Section 8-23.5 is supplemented with the following:

"Measurement of Curb Painting shall be measured by color per linear feet."

Revise the fourth paragraph of Section 8-22.4 as follows:

"Plastic Stop Line" shall be measured by the square foot of marking installed.

"Crosshatch Paint Line (4") – Buffer Lane" shall be measured per linear foot.

"Painted Bicycle Detection Symbol" shall be measured per each.

"Painted Pedestrian Symbol" shall be measured per each.

"MMA Green Bicycle Lane Treatment" shall be measured per square foot.

"Painted Parking Stall Stripe" by the linear foot

"Plastic Speed Hump Markings" will be measured per each speed hump location where markings are installed.

"Plastic Speed Bump Markings" will be measured per linear foot.

"Plastic Stop Line" will be measured by the square foot of marking installed.

"Plastic Yield Line Symbol" will be measured per each symbol installed.

"Plastic Transverse Bar Pavement Marking Pattern" will be measured by the square foot of marking installed. Letters in CK-R.38 shall be measured and paid for separately.

The last two paragraphs of Section 8-22.4 are replaced with the following:

No unit of measure shall apply to the lump sum price for removal of pavement markings and markers.

### 8-22.5 Payment

Section 8-22.5 is supplemented with the following:

"Plastic Stop Line", per square foot.

"Painted Bicycle Lane Line", per linear foot.

"Crosshatch Paint Line (4") – Buffer Lane", per linear foot.

"MMA Green Bicycle Lane Treatment", per square foot.

"Plastic Speed Hump Markings", per each.

"Plastic Speed Bump Markings", per linear foot.

"Removal of Pavement Markings & Markers", per lump sum.

"Bicycle Detection Symbol", per each.

"Painted Parking Stall Stripe", per linear foot.

"Plastic Yield Line Symbol", per each.

"Plastic Transverse Bar Pavement Marking Pattern", per square foot.

"Curb Painting-Color", per linear foot.

## 8-23 TEMPORARY PAVEMENT MARKINGS

### 8-23.4 Measurement

The last paragraph of Section 8-23.4 is revised to read:

No separate measurement of temporary pavement marking removal will be made.

### 8-23.5 Payment

Section 8-23.5 is supplemented with the following:

The unit contract price per linear foot for "Temporary Pavement Marking" shall also include full payment for costs associated with removing temporary markings.

***(******)***

## 8-89 BOLLARDS

### 8-89.1 Description

This work consists of installing new bollards and footings per COK Pre Approved Plan CK R.61 and as shown on the Plans.

### 8-89.2 Measurement

Bollards will be measured per each.

### 8-89.3 Payment

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

"Bollard", per each.

*(******)*

## 8-90 ADJUST OR REPLACE MISCELLANEOUS UTILITY

### 8-90.1 Description

This work consists of adjusting miscellaneous utilities prior to and after asphalt paving activities as shown in the Plans and these Specifications. It includes coordination with franchise utility companies for the lowering and raising of their utilities.

### 8-90.3 Construction Requirements

The Contractor shall notify franchise utility companies of their proposed grind, pavement repair and paving schedule to allow time for the franchise utility companies to lower and raise their utilities.

All utilities shall be raised no later than 35 working days after the street paving has been completed on the corresponding street.

**Adjust Miscellaneous Utility - Lowering**

Prior to planning operations, cleanouts, monitoring well cases, and other similar utilities shall be lowered vertically below the limits for planning bituminous pavement. After the utilities have been lowered, the Contractor shall patch the resultant void with cold mix asphalt.

**Adjust Miscellaneous Utility - Raising**

Cleanouts, monitoring well cases, and other similar utilities shall be brought to finished grade in accordance with Kirkland Pre-Approved Plans No. CK-S.17 and CK-R.02. Steel risers are not allowed for cleanout adjustments. Patch pavement with Class G asphalt concrete pavement. Seal with PG 58H-22 and dry sand after patching.

**Adjust Gas Valve - Lowering**

Gas valves and test leads shall be lowered prior to planing activities to prevent damage to the valve, valve box top section, ring or cover. All parts or materials damaged as a result of the Contractor's operations shall be replaced at no expense to the Contracting Agency or utility owner.

Per the pipeline safety regulations contained in WAC 480-93, valves must be maintained during construction and the corrosion protection for steel gas piping must be periodically monitored. The contractor shall coordinate the adjustment of the valve boxes and cathodic protection test lead boxes with Puget Sound Energy.

**Adjust Gas Valve - Raising**

Gas valves and test leads shall be brought to finished grade by methods of construction as required by Puget Sound Energy. Steel risers are not allowed for gas valve adjustments. Patch pavement with Class G asphalt concrete pavement. Seal with PG 58H-22 and dry sand after patching.

### 8-90.4 Measurement

Adjustment of cleanouts, gas valves, junction boxes and other miscellaneous utility adjustments will be measured per each.

### 8-90.5 Payment

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

"Adjust Gas Valve Box - Lowering", per each.

The unit Cost price for "Adjust Gas Valve Box – Lowering" shall be full pay for all costs necessary to make the lowering adjustment including coordination with Puget Sound Energy.

"Adjust Gas Valve Box - Raising", per each.

The unit Contract Price for "Adjust Gas Valve Box – Raising" shall be full pay for all costs necessary to make the raising adjustment, including the coordination with Puget Sound Energy and the restoration of adjacent areas in a manner acceptable to the Engineer.

"Adjust Miscellaneous Utility - Lowering", per each.

The unit Cost price for "Adjust Miscellaneous Utility – Lowering" shall be full pay for all costs necessary to make the lowering adjustment including cold mix asphalt.

"Adjust Miscellaneous Utility - Raising", per each.

The unit Contract Price for "Adjust Miscellaneous Utility – Raising" shall be full pay for all costs necessary to make the raising adjustment, including the restoration of adjacent areas in a manner acceptable to the Engineer.

*(******)*

## 8-91 EDGE & PROPERTY RESTORATION

### 8-91.1 Description

**Edge Restoration** shall consist of placing crushed surfacing top course along the finished edge of asphalt concrete pavement, per Pre-Approved Plan CK-R.14, when such edge abuts a gravel shoulder; topsoil and seed shall be placed when such edge abuts a lawn area. Edge restoration for landscaped areas shall consist of placing mulch, bark, topsoil, or plant materials to match the existing landscaping. The work also includes placing topsoil, seed, bark mulch, or plant materials along the finished edge of cement concrete sidewalk, curb and gutter, or curb ramps installed under this contract to match existing lawn or landscaping as identified in the Plans and as directed by the Engineer. Voids resultant from formwork or other construction methods adjacent to public walkways, bike lanes or shared pathways shall not be allowed for any amount of time.

**Property Restoration** shall consist of fence relocation, irrigation system modifications, as shown in the Plans, as well as other unforeseen adjustments to private property as necessary to construct the work.

### 8-91.4 Measurement

Edge restoration will be made by the linear foot of restoration work completed, regardless of type, width or depth of material placed.

Property Restoration shall be by force account.

"Property Restoration" will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

### 8-91.5 Payment

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

“Edge Restoration”, per linear foot.

“Property Restoration”, per force account.

**END OF DIVISION 8**

# DIVISION 9 - MATERIALS

## 9-03 AGGREGATES

### 9-03.8 Aggregates for Hot Mix Asphalt

#### *9-03.8(2) HMA Test Requirements*

***(March 10, 2010 APWA GSP)***
Section 9-03.8(2) is supplemented with the following:

**ESAL's**

The number of ESAL's for the design and acceptance of the HMA shall be **6.0 million**.

***(******)***
## 9-14 EROSION CONTROL AND ROADSIDE PLANTING

### 9-14.1 Soil

#### *9-14.1(1) Topsoil, Type A*

Section 9-14.1(1) is deleted in its entirety and replaced with the following:

Topsoil Type A shall be Cedar Grove two-way mix or approved equal, consisting of the following:

Soil shall be a mixture of 50% pure compost, and 50% sand, sandy loam, or silty sand. The compost shall be fully composted and mature organic materials. No fresh sawdust or other fresh wood by-products shall be added to extend the volume after the composting process. Refer to Section 9-14.4(8) Compost.

Chemical/physical characteristics shall comply with the following:

| | |
|---|---|
| Screen Size (approx. Particle size) | 7/16" maximum |
| Total Nitrogen | .25% minimum |
| Organic Matter | 50% |
| pH Range | 5.5-7.5 |
| Conductivity | 5 mmhos/cm maximum |

Compost shall be 98% minimum material derived from the aerobic decomposition of recycle plant waste and/or secondary sewage treatment. It shall be free of viable weeds and other plant propagules and shall have a moisture content that has no visible free water or dust produced when handling the material.

### 9-14.2 Seed

Section 9-14.2 is supplemented with the following:

The seed mix shall be as follows:

Sun/Shade Mix

| Common Name | Percent of Mix (by weight) |
|---|---|
| Hard Fescue | 10 |
| Creeping Red Fescue | 20 |
| Perennial Ryegrass | 70 |

| | |
|---|---|
| Application Rate: | 8-10lbs per 1000 square feet |
| Purity: | Not less than 98% |
| Germination: | Not less than 90% |
| Max. Weed Content: | 0% |

**9-14.4 Mulch and Amendments**

***9-14.4(3) Bark or Wood Chips***

Section 9-14.4(3) is supplemented with the following:

Bark mulch - mulch shall be 2-way mix consisting of the following:

50% composted ground fir or hemlock bark
50% composted manure

Bark shall be uniform in color, free from weed seeds, sawdust and splinters. Mulch shall not contain resin, tannin, wood fiber or other compounds detrimental to plant life. Moisture content of bagged mulch shall not exceed 22%. The acceptable size range of bark mulch material is ½ inch with a maximum of 20% passing the ½ inch screen.

***(******)***

**9-21 RAISED PAVEMENT MARKERS (RPM)**

**9-21.2 Raised Pavement Markers Type 2**

Section 9-21.2 is supplemented with the following:

White Type 2 RPM installed at crosswalk locations shall have reflective faces on opposite sides of the RPM. The RPM shall be installed such that the reflective faces face oncoming traffic and away from oncoming traffic.

***(******)***

**9-29 ILLUMINATION, SIGNAL, ELECTRICAL**

**(NWR January 7, 2013)**
***9-29.2(1)A Standard Duty Junction Boxes***

This section is supplemented with the following:

**Concrete Junction Boxes**
Both the slip-resistant lid and slip-resistant frame shall be treated with Mebac#1 as manufactured by IKG industries, or SlipNOT Grade 3-coarse as manufactured by W.S. Molnar Co. Where the exposed portion of the frame is ½ inch wide or less the slip-resistant treatment may be omitted on that portion of the frame. The slip-resistant lid shall be identified with permanent marking on the underside indicating the type of surface treatment (“M1” for Mebac#1; or “S3” for SlipNOT Grade 3-coarse) and the year manufactured. The permanent marking shall be 1/8 inch line thickness formed with a stainless steel weld bead.

**(NWR February 11, 2013)**
**9-29.2(4) Cover Markings**

This Section is supplemented with the following:

**Junction Box Identification**
Junction boxes shall be marked “WSDOT” when the junction boxes are to be installed as part of a future raceway system in a bridge structure, vehicle barrier, pedestrian barrier, or

roadway crossing and the future raceway system is not connected to an illumination, signal, interconnect, or ITS raceway system.

Junction boxes, pull boxes and cable vaults containing only Traffic Signal Interconnect (fiber optics) cable shall be marked or embossed with the legend “COMM”.

**9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable**

***9-29.3(2) Electrical Conductor and Cable***

***(NWR October 5, 2009)***
***9-29.3(2)F Detector Loop Wire***

Section 9-29.3(2)F is revised to read as follows:

Detector loop wire shall use 14 AWG stranded copper conductors, and shall conform to IMSA Specification 51-7, with cross-linked polyethylene (XLPE) insulation encased in a polyethylene outer jacket (PE tube).

**9-29.12 Electrical Splice Materials**

Section 9-29.12 is supplemented with the following:

***(NWR March 1, 2011)***
***9-29.12(2) Traffic Signal Splice Material***

Section 9-29.12(2) is supplemented with the following:

Induction loop splices shall be either the heat shrink type or the re-enterable type with end cap seals.

**(NWR May 5, 2014)**
**9-29.18 Vehicle Detector**

Section 9-29.18 is supplemented with the following:

**Loop Sealant**
Loop sealant for use in HMA pavement shall be one of the following:

1. RAI Pro-Seal 6006EX
2. QCM EAS-14
3. 3M Black 5000
4. Craftco Inc. Part #34271

Loop sealant for use on concrete bridge decks and PCC pavement shall be one of the following:

1. 3M Black 5000
2. Gold Label Flex 1P
3. QCM EAS-14
4. Craftco Inc. Part #34271

***(******)***
**9-34 PAVEMENT MARKING MATERIAL**

**9-34.2 Paint**

Section 9-34.2 is deleted in its entirety and replaced with the following:

Paint shall comply with the specifications for low VOC solvent based paint.

**9-34.3 Plastic**

Section 9-34.3 is supplemented with the following:

Plastic pavement marking materials shall comply with the specifications for Type A, liquid hot applied thermoplastic. All preformed thermoplastic shall have a minimum skid resistance of 60 BPN. The skid resistance will be determined using ASTM Test Method D4505.

**MMA Green Bicycle Lane Treatment**

MMA Green Bicycle Lane Treatment shall be methyl methacrylate (MMA) PreMark by Ennis-Flint or approved equal.

**END OF DIVISION 9**

# PREVAILING WAGE RATES

City of Kirkland

# PREVAILING WAGE RATES

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

Use May 8th 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 Kweil@kirklandwa.gov.

# APPENDIX A

## PLANS (UNDER SEPARATE COVER)

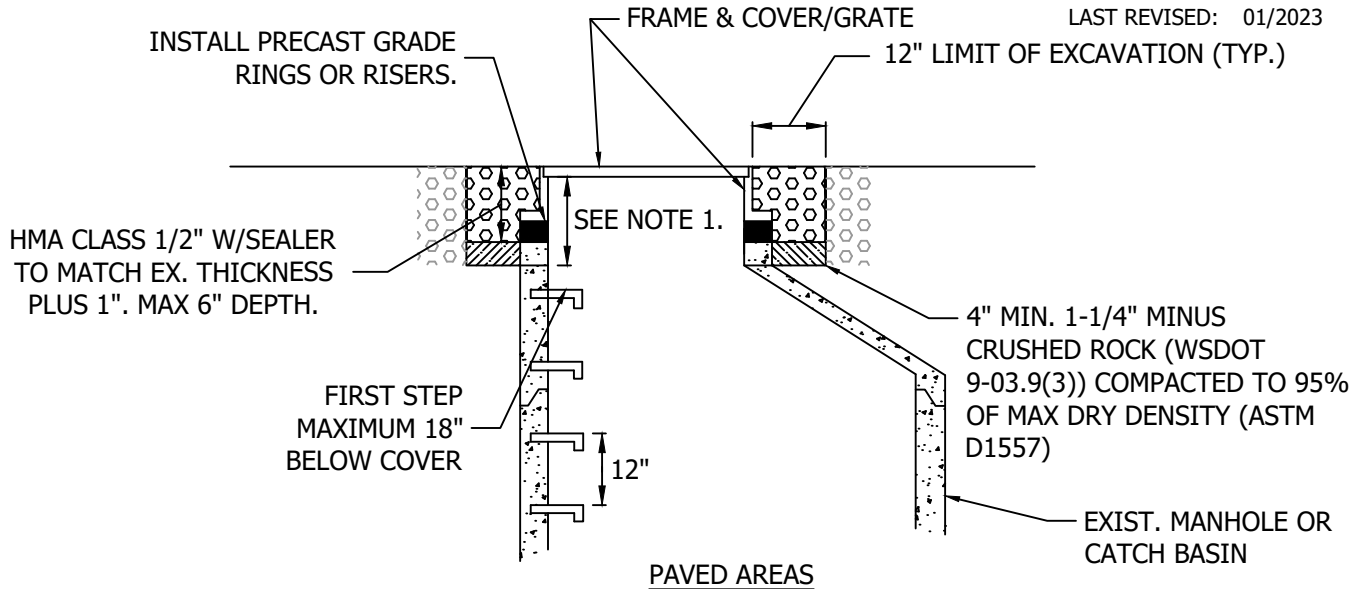
City of Kirkland

# APPENDIX B

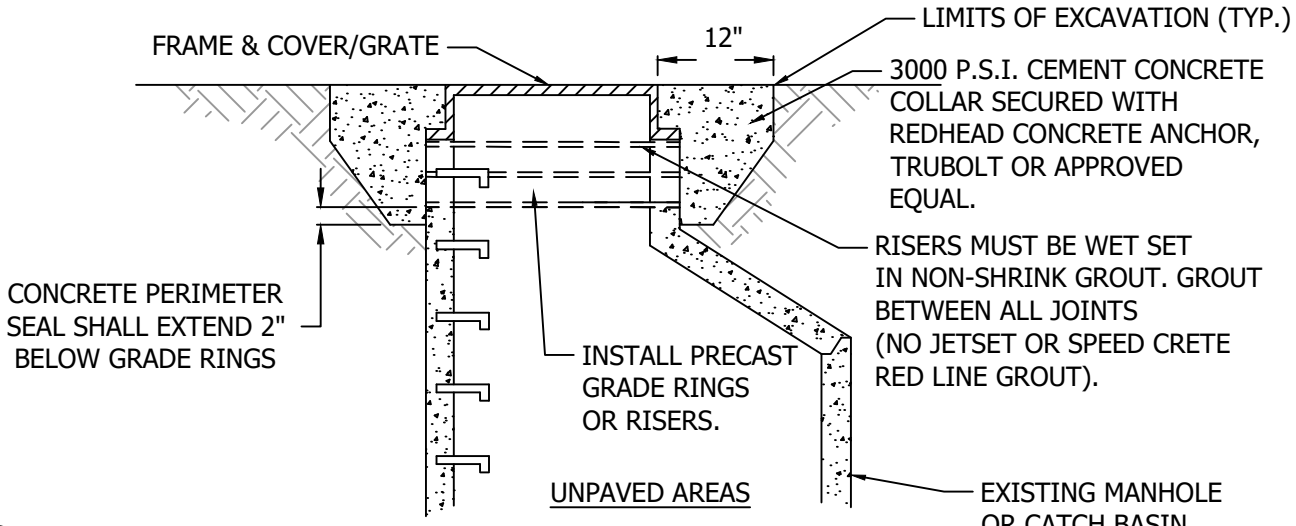
# PRE-APPROVED PLANS

City of Kirkland

LAST REVISED: 01/2023




PAVED AREAS




UNPAVED AREAS

NOTES:

1. WHERE DEPTH OF NECK EXCEEDS 18 INCHES (INCLUDING FRAME AND COVER), ADJUST MANHOLE/CATCH BASIN TO GRADE BY INSERTING NEW BARREL SECTION BETWEEN THE CONE/SLAB AND EXISTING BARREL.

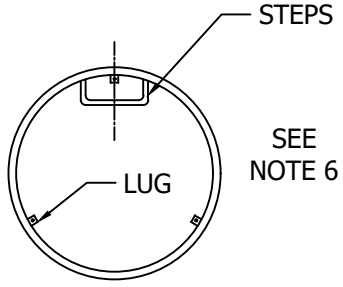
2. GRADE RINGS, RISERS AND FRAME SHALL BE SET IN 3/4" NON-SHRINK GROUT, GROUT BETWEEN ALL JOINTS. ALL SURFACES MUST BE CLEAN OF DEBRIS AND DIRT, AND WETTED PRIOR TO GROUTING. GROUT SMOOTH INSIDE AND OUTSIDE SURFACES PRIOR TO BACKFILL.

3. STEPS OR HAND HOLDS SHALL BE ADDED PER ASTM C478.

4. PRECAST GRADE RINGS AND RISERS MUST BE CAST WITH GROOVE TO ALLOW FIELD INSTALLATION OF SAFETY STEP WHEN RISER IS 4" OR HIGHER.

5. REPLACE EXISTING FRAME AND COVER/GRATE IF NOT MEETING CURRENT SPECIFICATIONS.

6. IF REQUIRED: LOCKING MH SHALL BE POSITIONED WITH ONE LUG CENTERED OVER STEPS, UNLESS USING CK-D.18A CASTING.



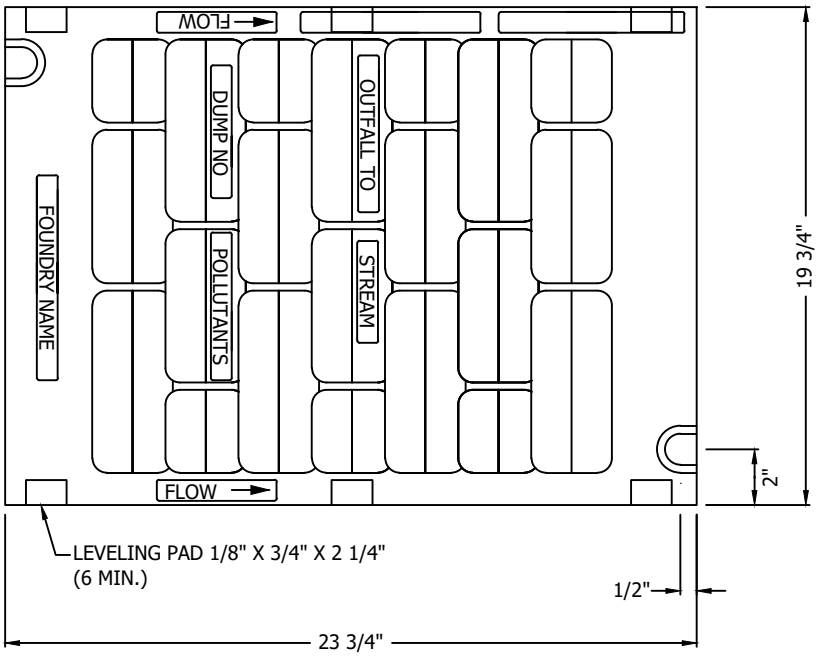

LOCKING MH FRAME
PLAN VIEW

CITY OF KIRKLAND

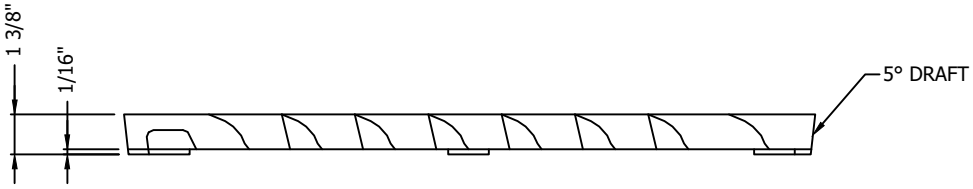
PLAN NO. CK - D.11

MANHOLE/CB
FRAME AND GRATE
ADJUSTMENT

LAST REVISED: 01/2023




PLAN




ELEVATION

NOTES:

1. USE EAST JORDAN IRON WORKS OR EQUAL TWO BOLT LOCK CAPABILITY THAT MEETS WSDOT SPEC. MANUFACTURER SUBJECT TO APPROVAL BY CITY.
2. USE WITH TWO LOCKING BOLTS 5/8"-11 NC STAINLESS TYPE 304 STEEL SOCKET HEAD (ALLEN HEAD) BOLTS, 2" LONG. FRAMES SHALL INCLUDE THREADS AS DROP-OUT REPLACEABLE NUTS.
3. MATERIAL IS DUCTILE IRON ASTM A536 GRADE 80-55-06.
4. "OUTFALL TO STREAM DUMP NO POLLUTANTS" MAY BE LOCATED ON BORDER AREA.
5. SHALL CONFORM TO SEC. 7.05 OF THE STANDARD SPECIFICATIONS.
6. WELDING IS NOT PERMITTED.
7. EDGES SHALL HAVE 0.125" RADIUS, 0.125" CHAMBER OR COMPLETE DEBURRING.
8. USE A BI-DIRECTIONAL VANED GRATE AT ANY LOW POINT OR WHEN FLOWS COME FROM MULTIPLE DIRECTIONS.
9. NO EXPANSION MATERIAL IN THE FLOW LINE, WHERE CONCRETE COMES TO FRAME.
10. FRAME AND COVER SHALL BE H-20 LOADING RATED IF INSTALLED IN ROADWAY.
11. MUST BE MADE IN USA.

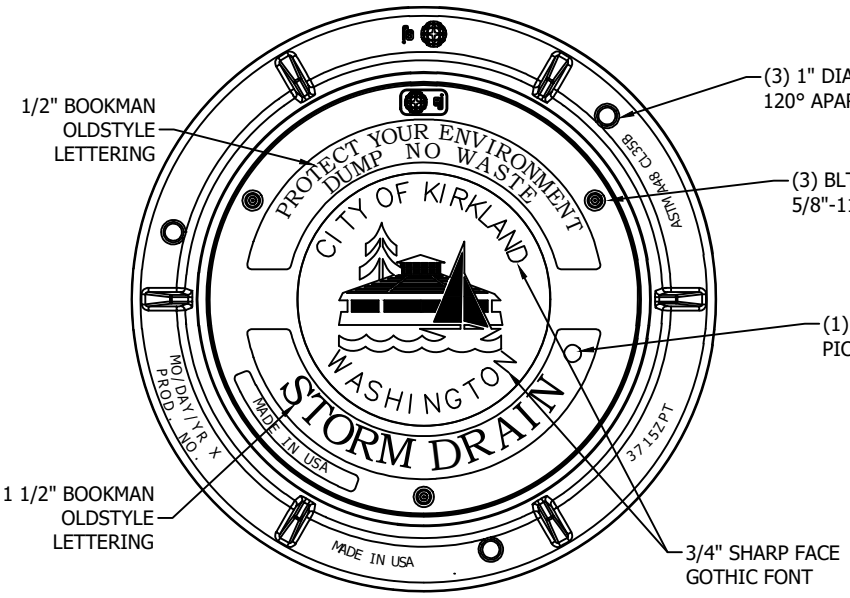
CITY OF KIRKLAND

PLAN NO. CK - D.14

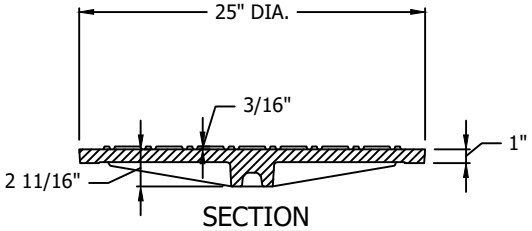
CITY OF KIRKLAND WASHINGTON

# VANED GRATE FOR CATCH BASIN AND INLET

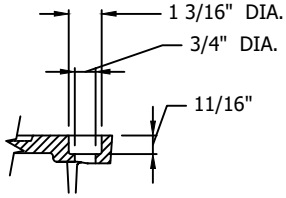
LAST REVISED: 07/2021



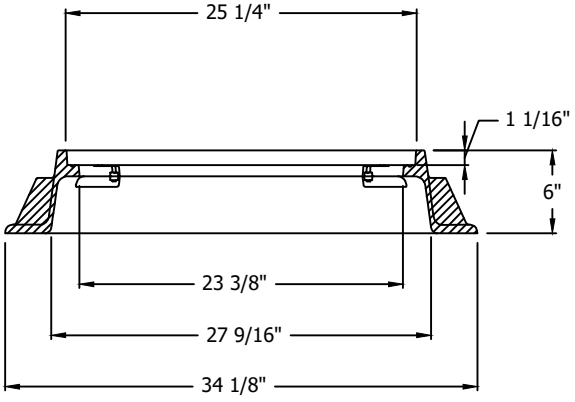

PLAN VIEW



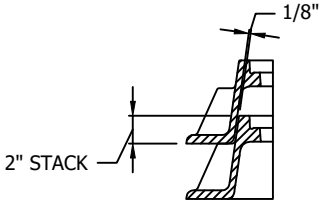

SECTION




BOLTHOLE DETAIL




SECTION




STACKING DETAIL

NOTES:

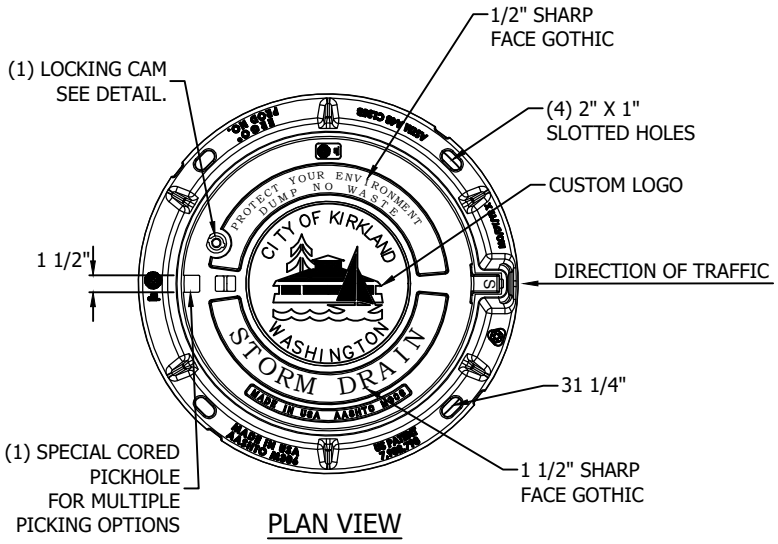
1. COVERS SHALL BE GRAY IRON, LOCKING, WITH A MINIMUM WEIGHT OF 141 LBS.
2. MINIMUM WEIGHT OF FRAME SHALL BE 134 LBS.
3. PRODUCT SUPPLIED BY EJ GROUP, INC., APPROVED EQUAL.
4. CITY OF KIRKLAND LOGO REQUIRED
5. THIS SPEC SHOULD NOT BE USED IN THE ROADWAY.
6. MUST BE MADE IN THE USA.

CITY OF KIRKLAND

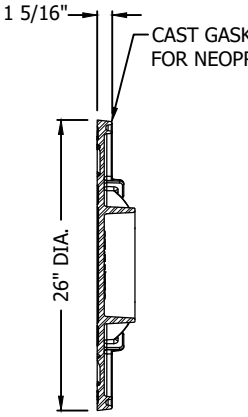
PLAN NO. CK - D.18

24" MANHOLE FRAME W/LOCKING COVER AND LOGO

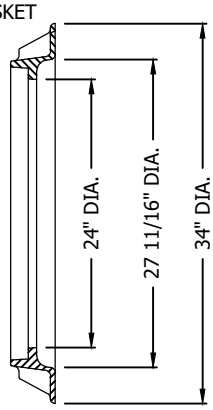
LAST REVISED: 07/2021



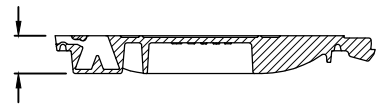

PLAN VIEW



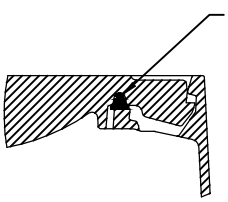

COVER SECTION



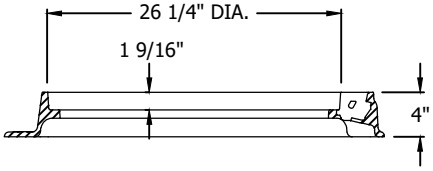

FRAME SECTION



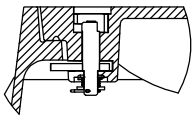

COVER SECTION



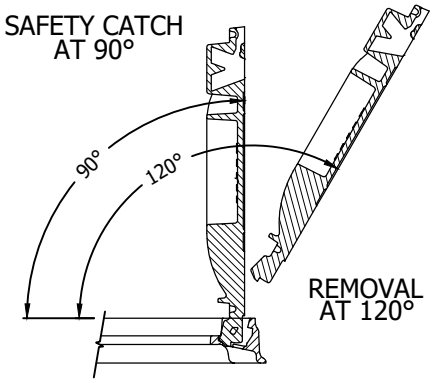

HINGE & GASKET VIEW




FRAME SECTION



CAM LOCK VIEW




HINGE POSITONS

NOTES:

1. VERIFY SLOTTED FRAMES ARE THOROUGHLY FILLED IN WITH MORTAR FOR EFFICIENT INTERACTION WITH IRON AND STRUCTURE.
2. VERIFY BEDDING MORTAR IS NOT IN CONTACT WITH AREA UNDER LID FLANGE THAT WILL INTERFERE WITH CAMLOCK.
3. INSTALL PLUG IN LOCK HOLE TO KEEP LOCK FREE OF FOREIGN MATERIAL.
4. 24 INCH MANHOLE LID IS FITTED WITH AN INFILTRATION PLUG LOCATED IN THE HINGE HOUSING OF THE FRAME. VERIFY PLUG IS PROPERLY INSTALLED BEFORE INSTALLING THE FRAME.
5. REQUIRED ON ALL ARTERIALS, COLLECTORS OR ANY TIME THAT THE IRON WILL BE WITHIN THE TRAVEL LANE.
6. LID SHALL BE MARKED "STORM DRAIN".
7. CITY OF KIRKLAND LOGO REQUIRED.
8. LID MUST BE COVERED WITH TAR PAPER BEFORE OVERLAY.
9. PRODUCT SUPPLIED BY EAST JORDAN IRON WORKS, OR APPROVED EQUAL.
10. FRAME AND COVER SHALL BE H-20 LOADING RATED AND BE AT MINIMUM 7" TALL IF INSTALLED IN ROADWAY.
11. 7" TALL ERGO CASTING REQUIRED FOR CONCRETE ROADWAYS.
12. MUST BE MADE IN THE USA.

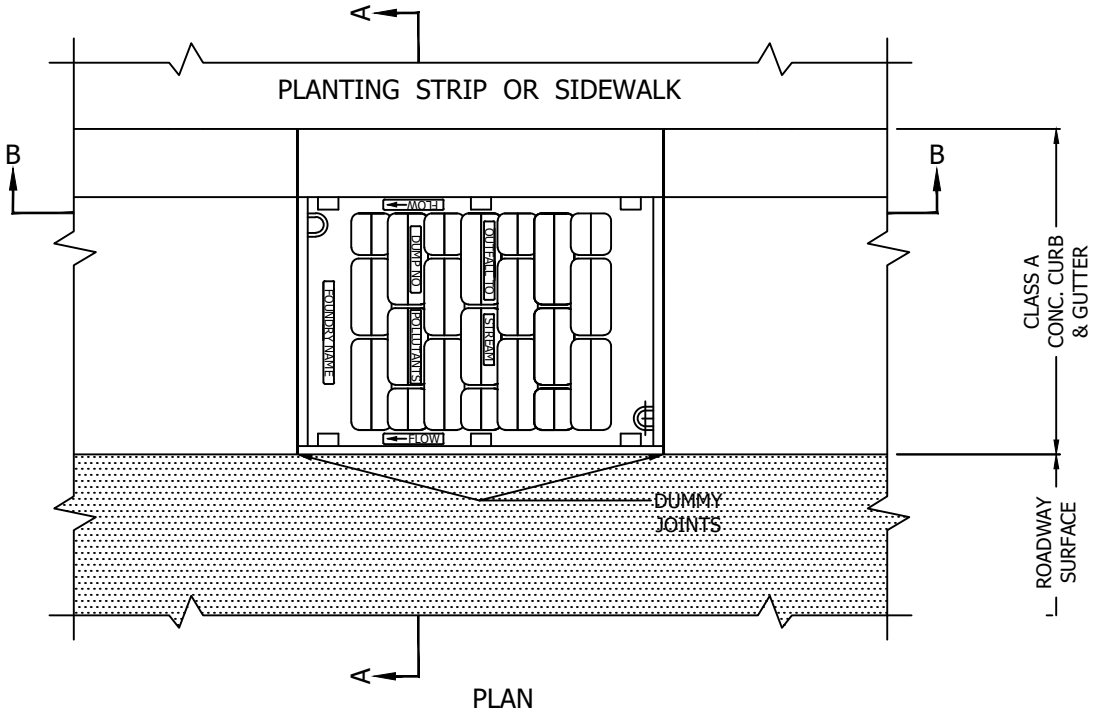
CITY OF KIRKLAND

PLAN NO. CK - D.18A

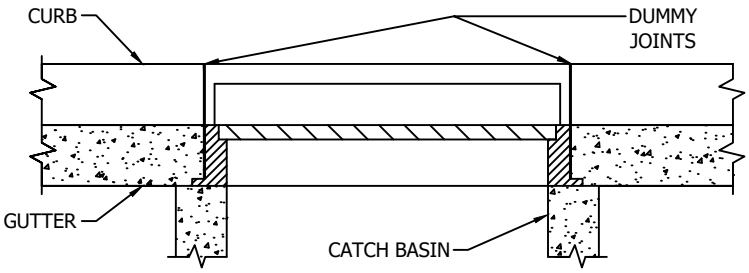
CITY OF KIRKLAND WASHINGTON

# MODIFIED 24" MANHOLE FRAME W/ HINGED COVER

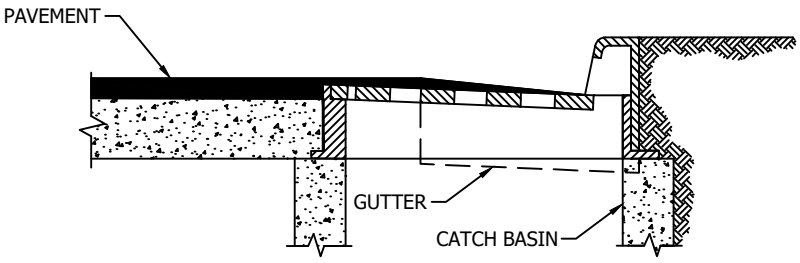
LAST REVISED: 07/2021




PLAN




SECTION B-B




SECTION A-A

NOTES:

1. FRAME AND COVER SHALL BE EAST JORDAN IRON WORKS OR EQUAL, SUBJECT TO APPROVAL BY CITY. SEE CK-D.15.
2. PATTERN ON TOP SHALL SPECIFY FISH LOGO AND DUMP NO POLLUTANTS (NO DIAMOND PATTERN).
3. CASTING MUST BE SET 0.5" BELOW FINAL ROAD/GUTTER GRADE.
4. HOOD SHALL MATCH TOP OF CURB ELEVATION.
5. NO HORIZONTAL CROSS BAR IN THE OPENING.
6. TROWELED EDGE MUST BE IN CONTACT WITH FRAME (RATHER THAN EXPANSION JOINT).
7. MUST BE MADE IN THE USA.

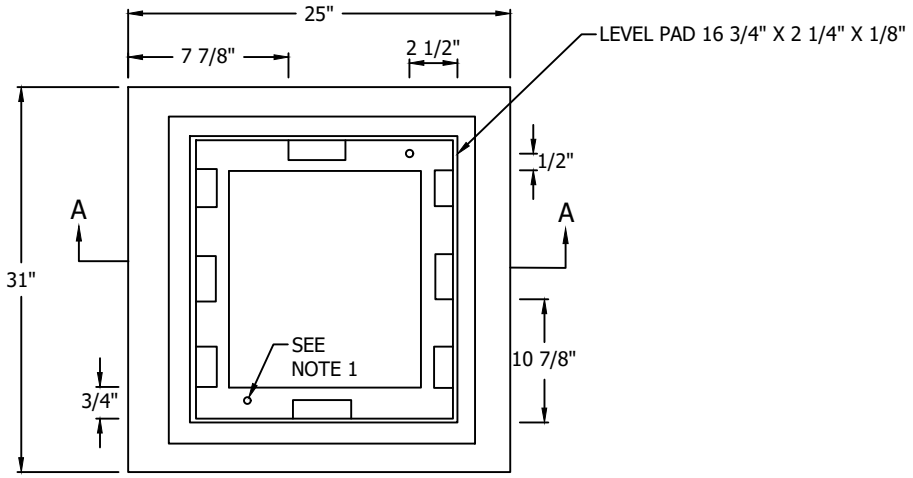
# CITY OF KIRKLAND

## PLAN NO. CK - D.16

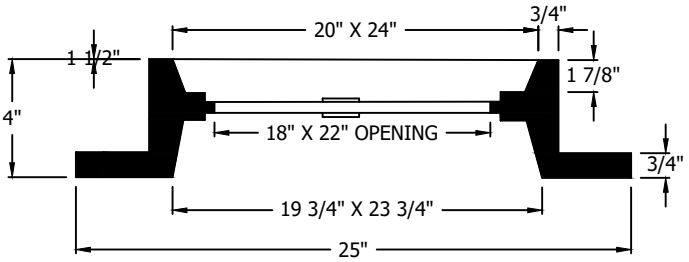
CITY OF KIRKLAND WASHINGTON

THROUGH-CURB INLET
FRAME AND GRATE WITH
VERTICAL CURB INSTALLATION

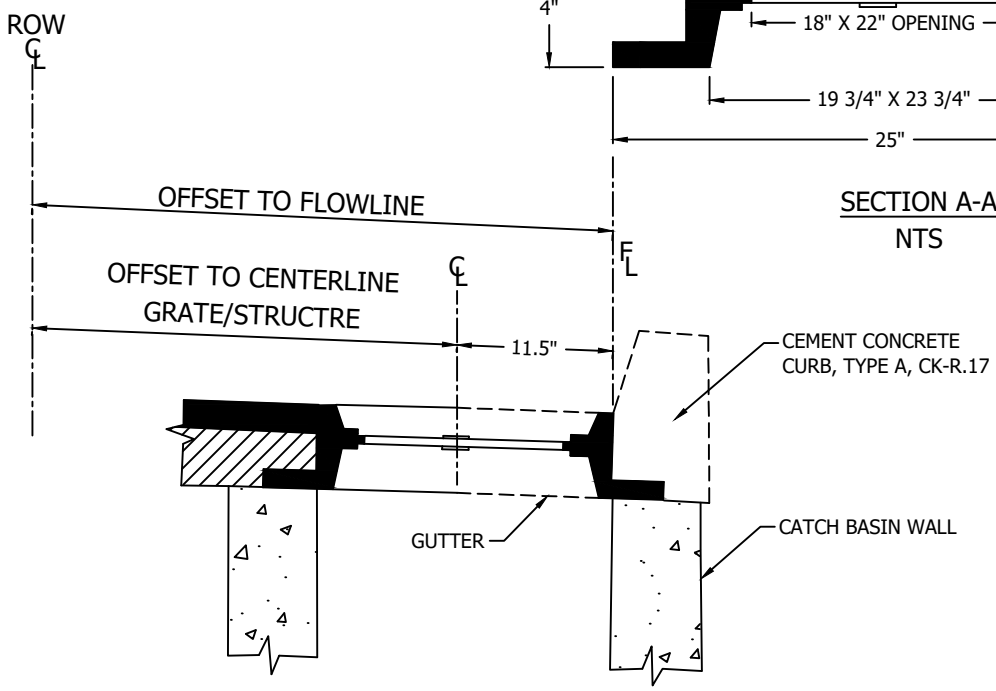
LAST REVISED: 07/2021




PLAN VIEW
NTS




SECTION A-A
NTS




TYPE 1 CATCH BASIN ALIGNMENT CROSS SECTION
NTS

NOTE:

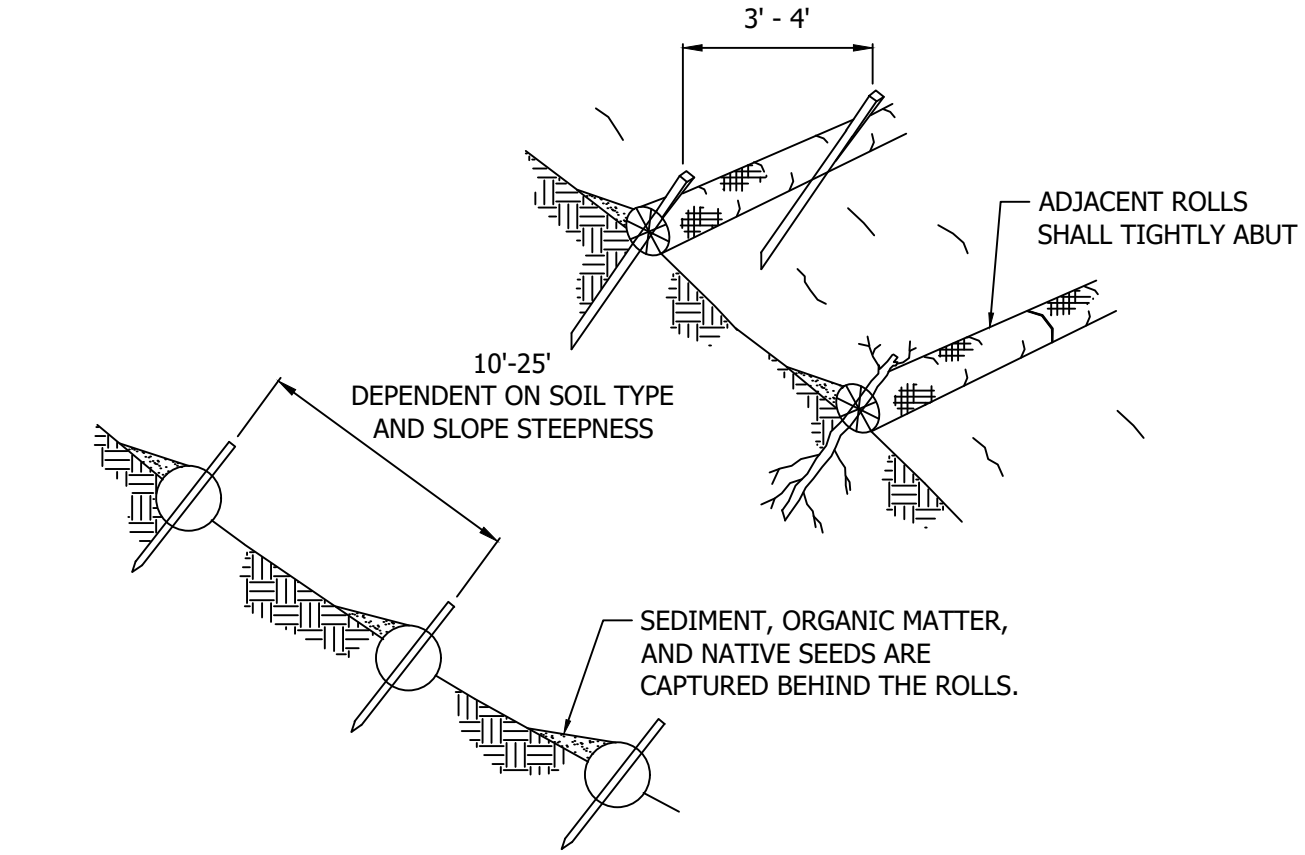
1. FRAME MATERIAL IS CAST IRON PER ASTM A48 CLASS 30.
2. SET FRAME TO GRADE AND CONSTRUCT ROAD AND GUTTER TO BE FLUSH WITH FRAME.
3. BACK OF FRAME SHALL BE IN FLOWLINE OF GUTTER.
4. MUST BE MADE IN THE USA.

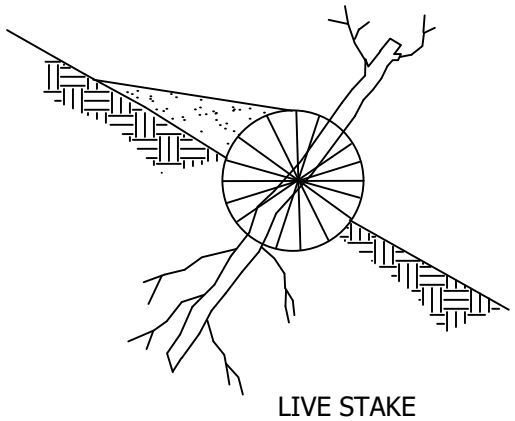
CITY OF KIRKLAND

PLAN NO. CK - D.16A

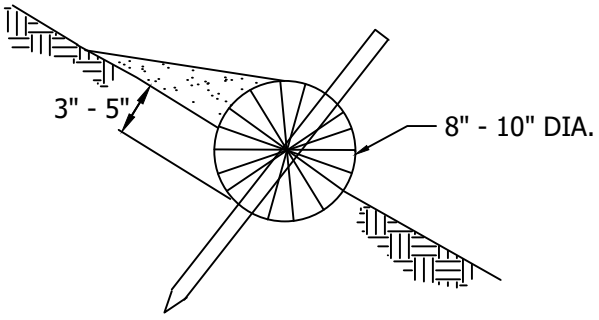
STANDARD FRAME WITH CURB INSTALLATION

LAST REVISED: 01/2022



LIVE STAKE




1"x1" STAKE

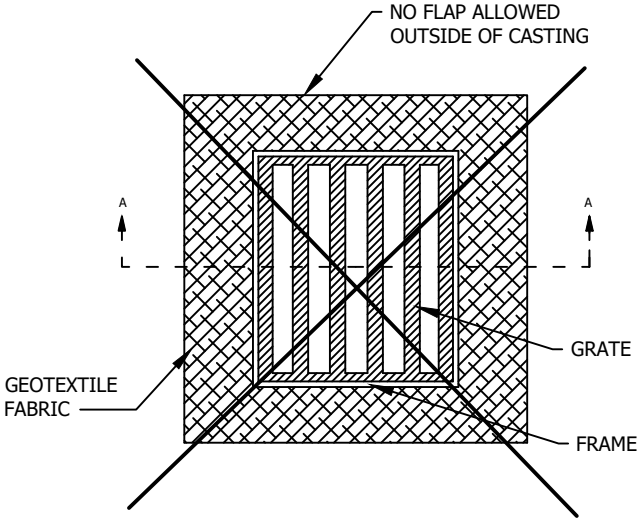
NOTES

1. STRAW ROLLS SHALL BE PLACED ALONG SLOPE CONTOURS.
2. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.
3. DRIVE STAKE THROUGH MIDDLE OF WATTLE, LEAVING 2"-3" OF STAKE PROTRUDING ABOVE WATTLE.

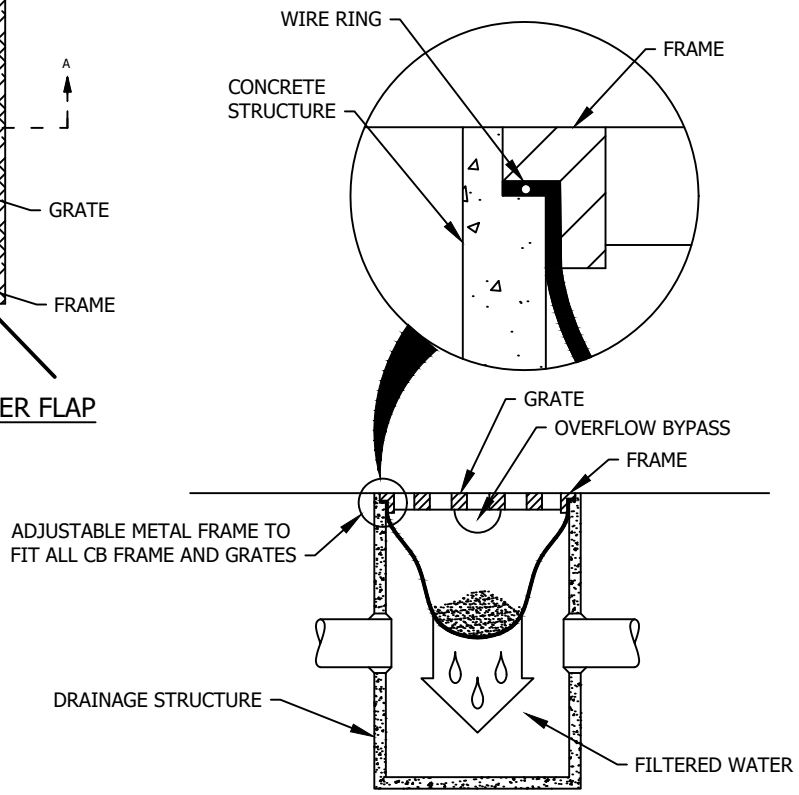
NOT TO SCALE

| CITY OF KIRKLAND | |
|---|---|
| PLAN NO. CK - E.10 | |
| CITY OF KIRKLAND WASHINGTON | STRAW WATTLES |

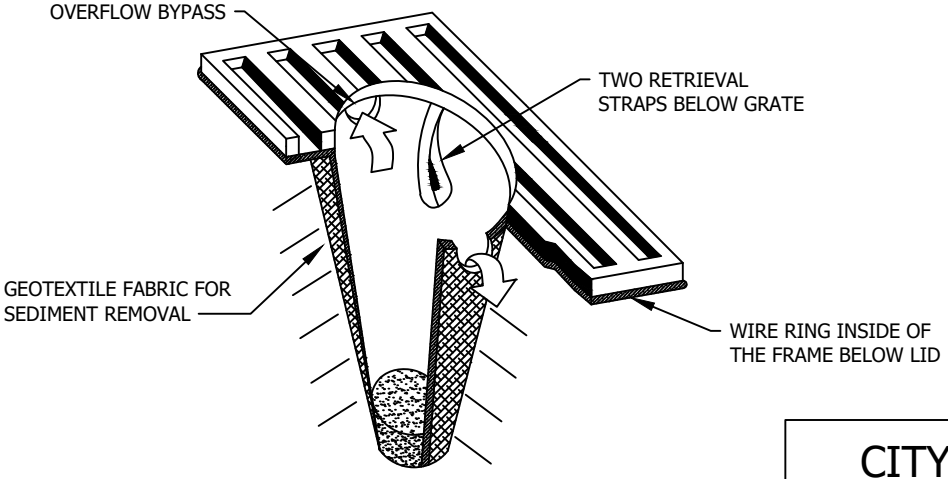
LAST REVISED: 01/2020




PROTECTION INSERSET WITH OUTER FLAP
(NOT ALLOWED)



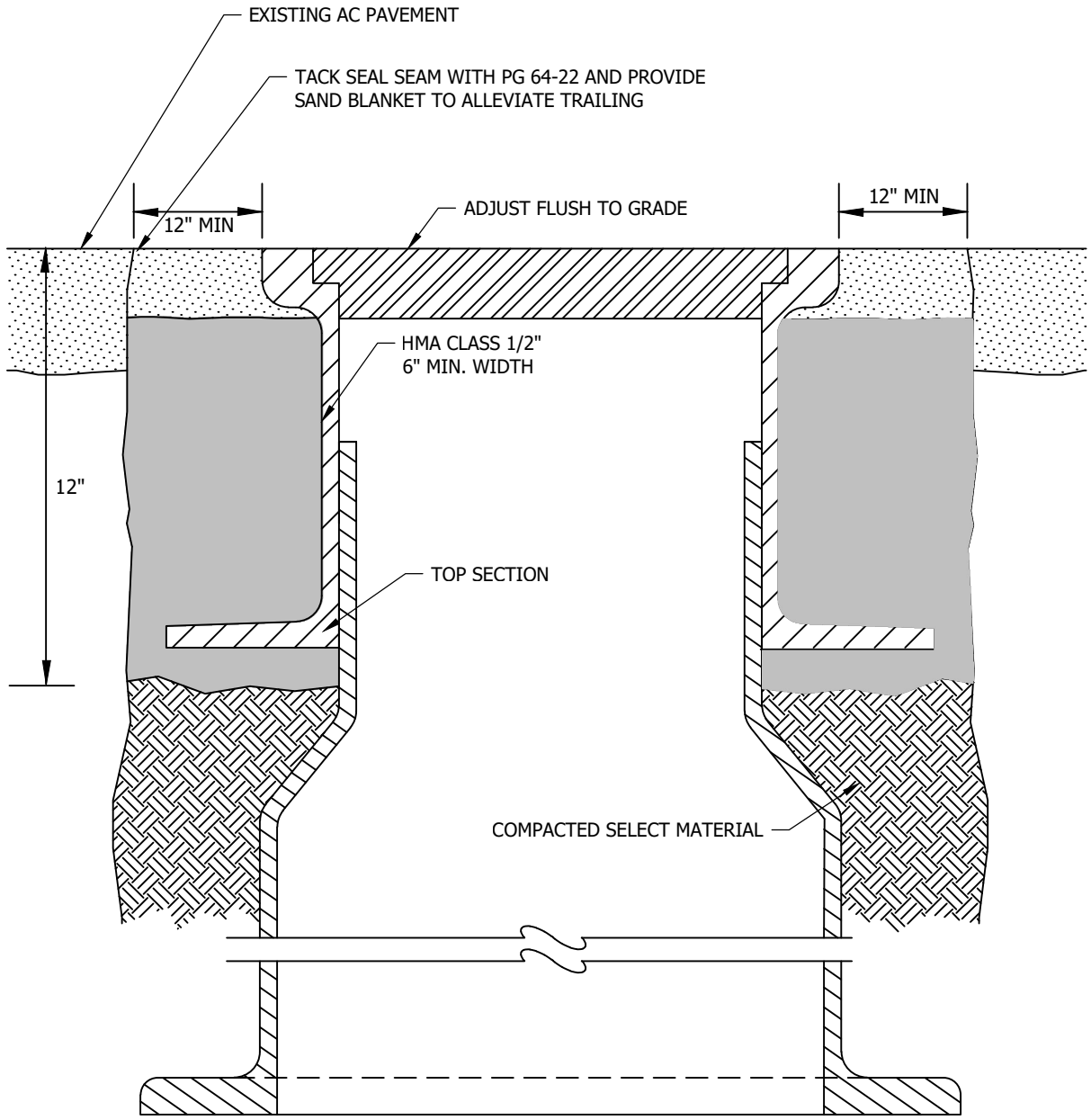

STORM DRAIN PROTECTION
INSERT SECTION A-A




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: 01/2022




NOTES:

1. HMA MUST BE COMPACTED WITH PROCTOR HAMMER (PNEUMATIC BACKFILL COMPACTION TAMPER) IN 3" LIFTS.
2. LOCKING MH LIDS SHALL BE POSITIONED WITH ONE LUG CENTERED OVER STEPS.
3. SEE CK-D.18A FOR DIRECTION OF HINGED LIDS INSTALLATION.
4. WATER VALVE BOX EARS MUST POINT IN THE DIRECTION OF FLOW. CONTRACT CITY INSPECTOR IF FLOW DIRECTION CANNOT BE DETERMINED.
5. APPLY A TACK COAT TO ALL EDGES OF EXISTING ASPHALT PRIOR TO PLACEMENT OF NEW HMA. SEAL ALL JOINTS WHEN COMPLETE.

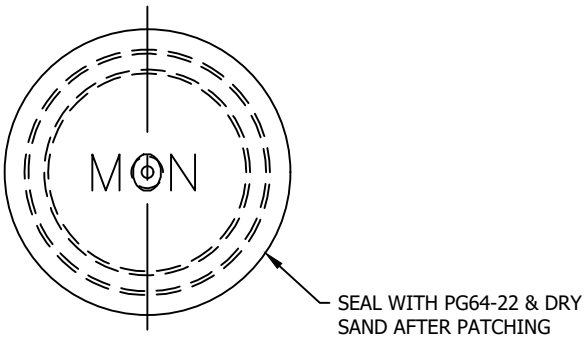
# CITY OF KIRKLAND

PLAN NO. CK- R.02

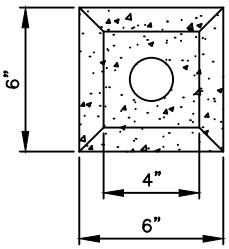
CITY OF KIRKLAND WASHINGTON

## GENERAL UTILITY ADJUSTMENT H.M.A. PAVEMENT

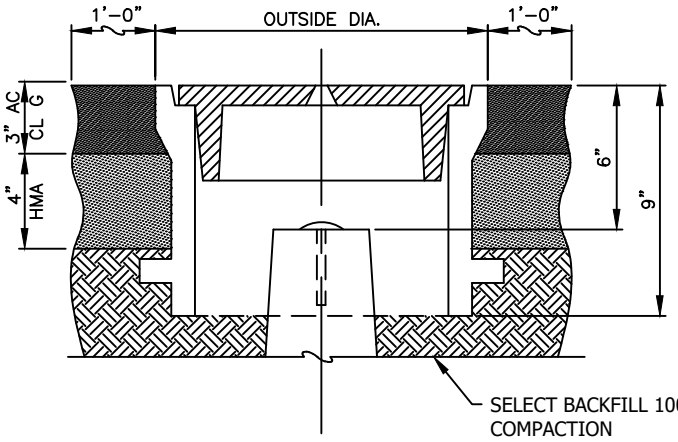
LAST REVISED:01/2023



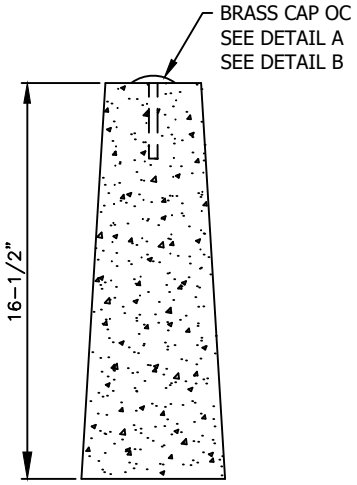

PLAN



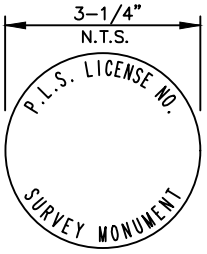

PLAN




ELEVATION




ELEVATION




CAP DETAIL

CAP LAYOUT FOR ALL PROJECTS

NOTES:

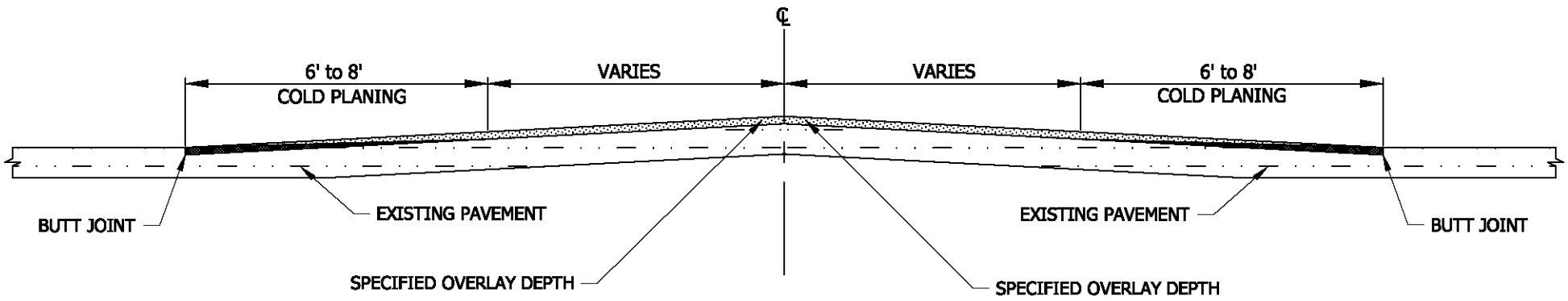
1. ALL JOINTS BETWEEN ASPHALT PATCH AND EXISTING PAVEMENT SHALL BE SEALED.
2. THE CASTINGS SHALL BE GREY-IRON CASTINGS, ASTM DESIGNATION A-48, CLASS 30B. THE COVER AND SEAT SHALL BE MACHINED SO AS TO HAVE PERFECT CONTACT AROUND THE ENTIRE CIRCUMFERENCE AND FULL WIDTH OF BEARING SURFACE.
3. CONCRETE COLLAR REQUIRED IF OUTSIDE OF ASPHALT AREA.
4. HMA MUST BE COMPACTED WITH PROCTOR HAMMER (PNEUMATIC BACKFILL COMPACTION TAMPER) IN 3" LIFTS

CITY OF KIRKLAND

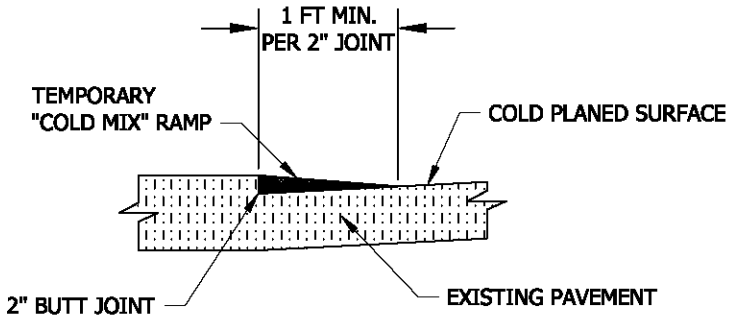
PLAN NO. CK–R.03

CITY OF KIRKLAND WASHINGTON

# MONUMENT CASE AND COVER




## BUTT JOINT COLD PLANING




## "COLD MIX" RAMP

NOTES:

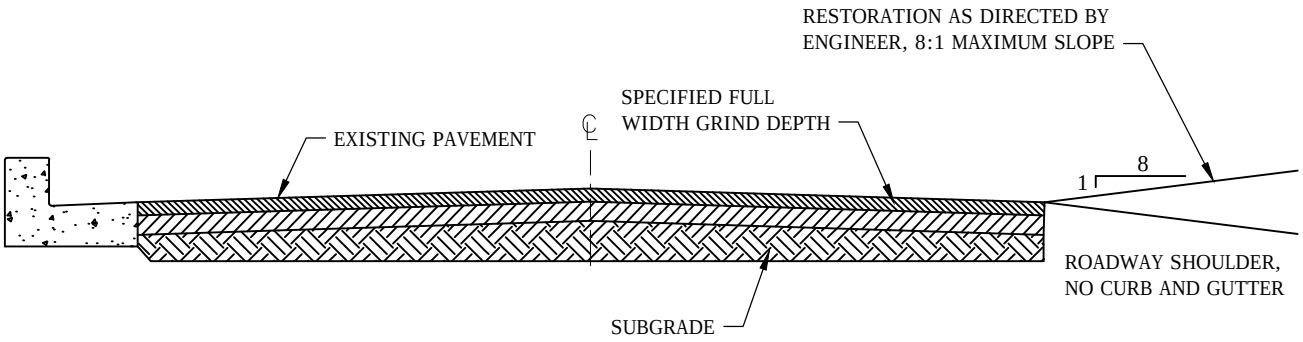
1. ALL JOINTS PLANED PERPENDICULAR TO TRAVEL LANES SHALL BE IMMEDIATELY PAPER JOINTED, COLD MIXED, AS PER THIS DETAIL, AND MAINTAINED UNTIL NEW HMA LAYER IS INSTALLED. PAPER JOINTS WILL BE REMOVED JUST PRIOR TO PLACEMENT OF WEARING COURSE.

CITY OF KIRKLAND

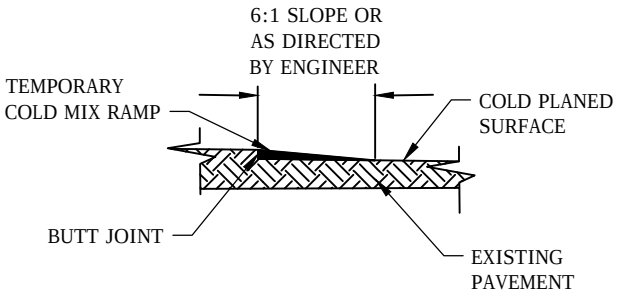
PLAN NO. CK-R.13

BUTT JOINT, COLD PLANING AND COLD MIX RAMP

LAST REVISED:1/2019




## FULL WIDTH COLD PLANING DETAIL



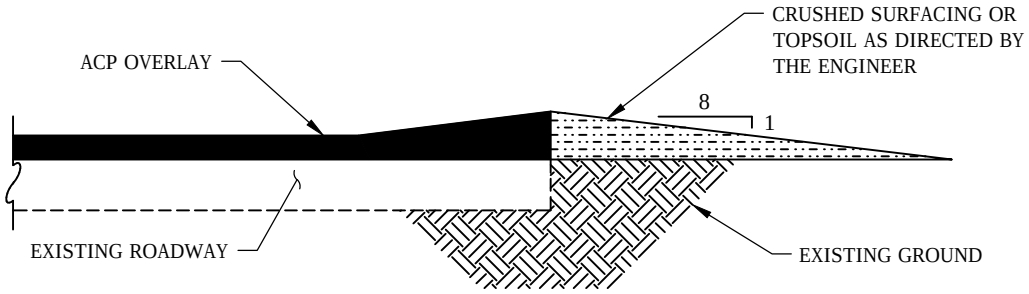

## COLD MIX RAMP

NOTES:

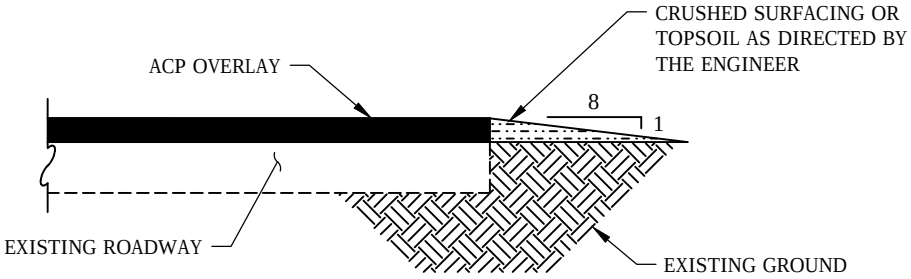
ALL JOINTS PLANED PERPENDICULAR TO TRAVEL LANES SHALL BE IMMEDIATELY PAPER JOINTED, COLD MIXED, AS PER THIS DETAIL, AND MAINTAINED UNTIL HMA LAYER IS INSTALLED. PAPER JOINTS WILL BE REMOVED JUST PRIOR TO PLACEMENT OF WEARING COURSES.

| CITY OF KIRKLAND | |
|---|---|
| PLAN NO. CK- R.13B | |
| CITY OF KIRKLAND WASHINGTON | FULL WIDTH COLD PLANING DETAIL |

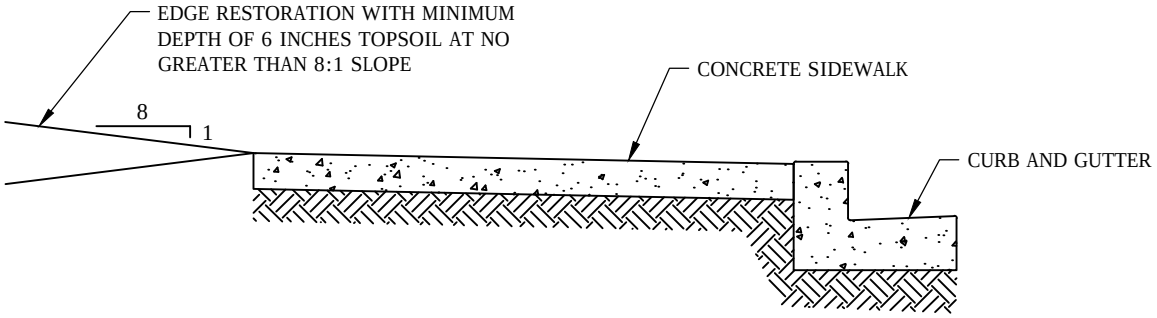
LAST REVISED:01/2019




WITH THICKENED EDGE




WITHOUT THICKENED EDGE




EDGE RESTORATION BEHIND CONCRETE SIDEWALK

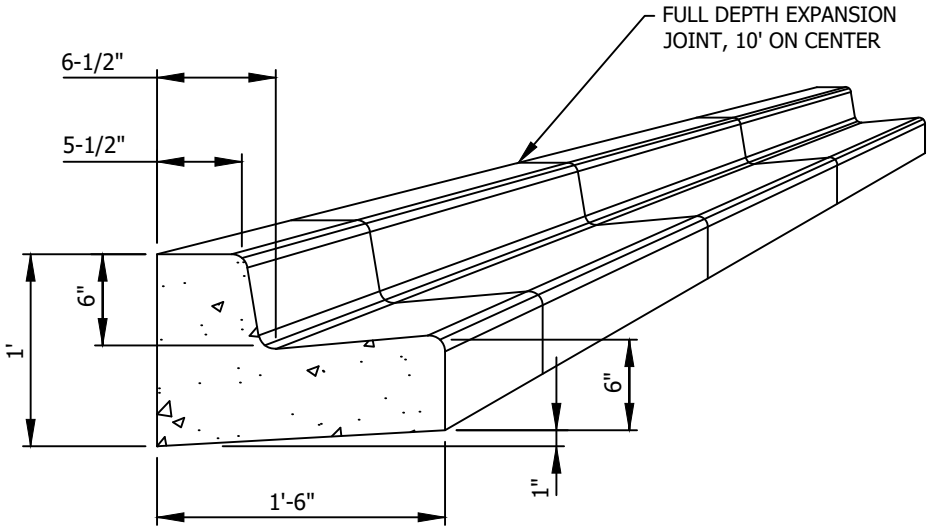
CITY OF KIRKLAND

PLAN NO. CK–R.14

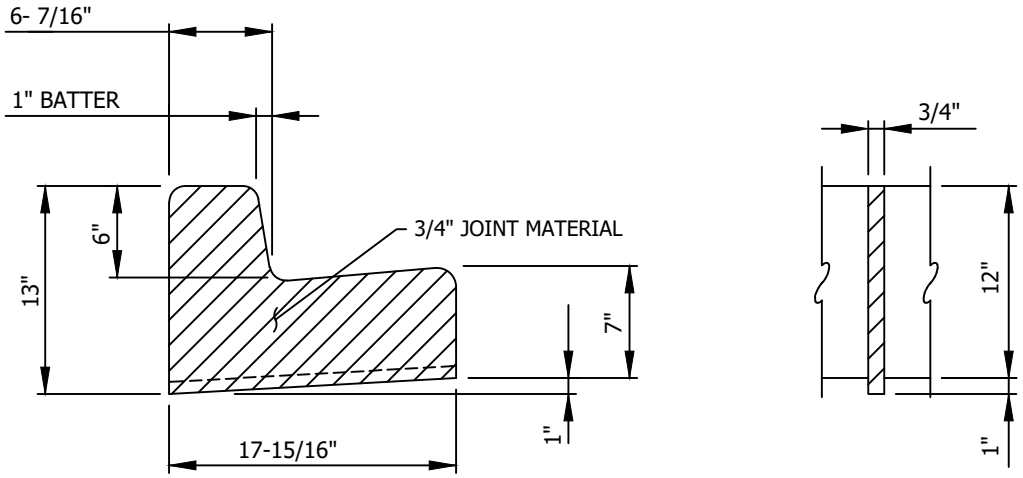
CITY OF KIRKLAND WASHINGTON

EDGE RESTORATION DETAILS

LAST REVISED:01/2023




## TYPICAL SECTION FOR CURB & GUTTER, TYPE A



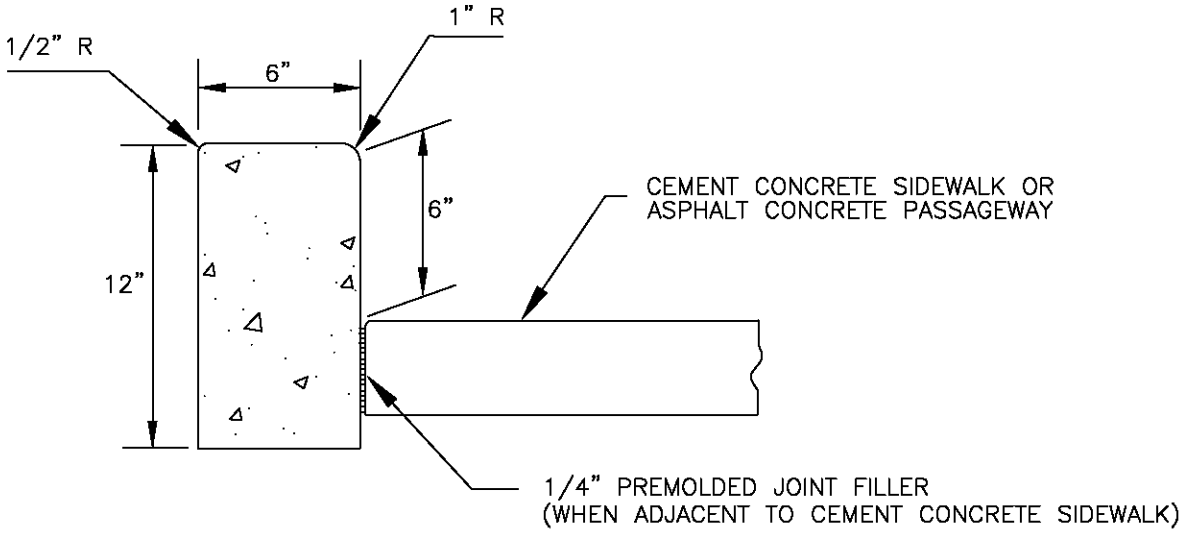

## JOINT DETAIL

NOTES:

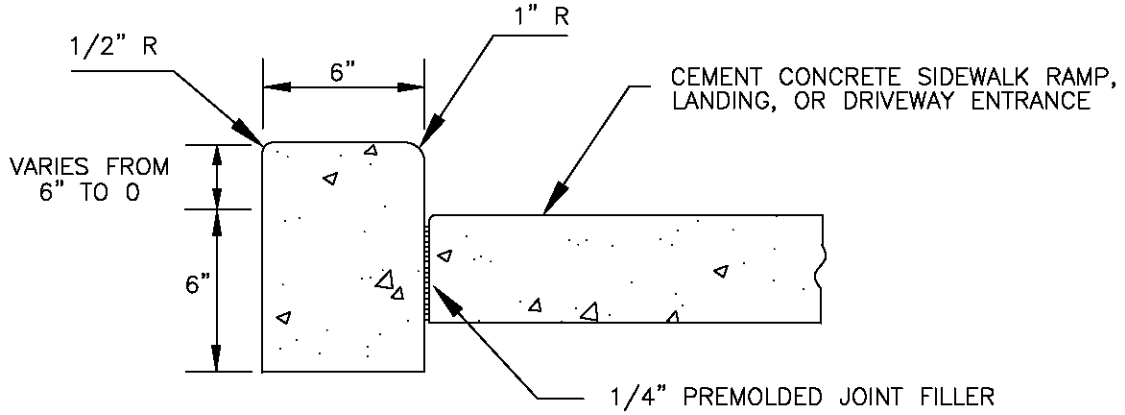
1. FORMS SHALL BE STEEL AND SET TRUE TO LINE AND GRADE (INSPECTION IS REQUIRED PRIOR TO PLACEMENT OF CONCRETE) UNLESS SPECIFIED DIFFERENTLY BY CITY PROJECT ENGINEER.
2. CONCRETE SHALL BE CEMENT CONCRETE CLASS 4000.
3. BASE COURSE SHALL BE 4" OF 5/8" MINUS CRUSHED ROCK.
4. SURVEY REQUIRED FOR CURB ALIGNMENT.

| CITY OF KIRKLAND | |
|---|---|
| PLAN NO. CK–R.17 | |
| CITY OF KIRKLAND WASHINGTON | CONCRETE CURB AND GUTTER, TYPE "A" |

LAST REVISED: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.

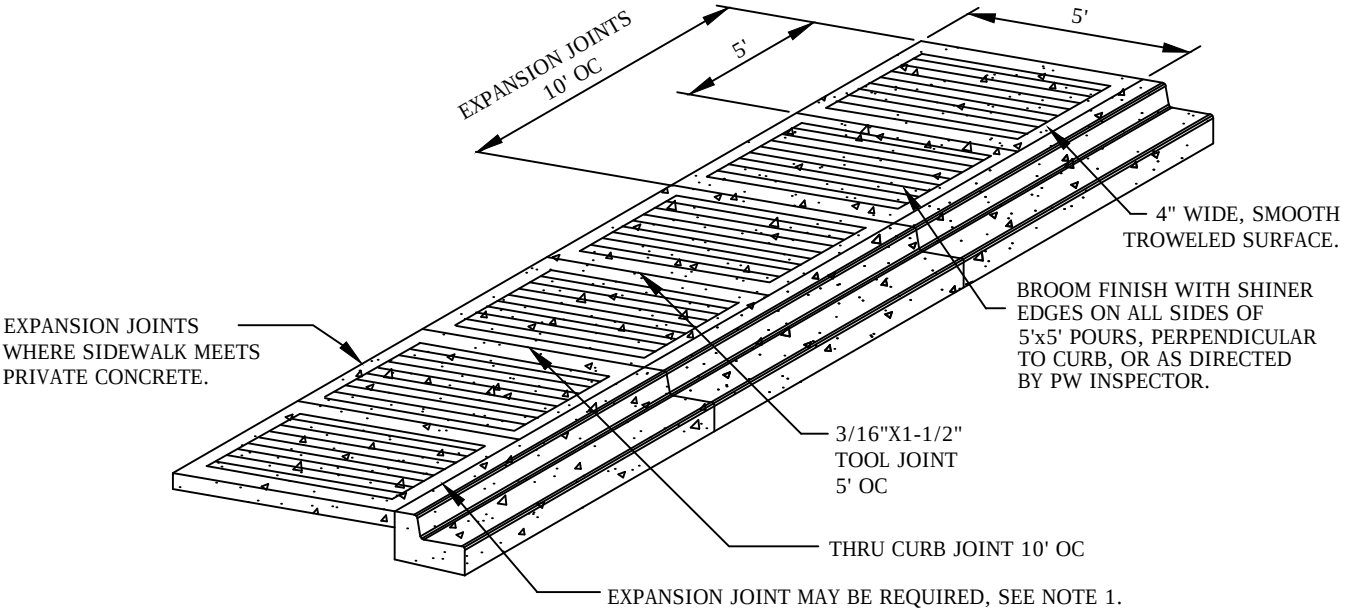
CITY OF KIRKLAND

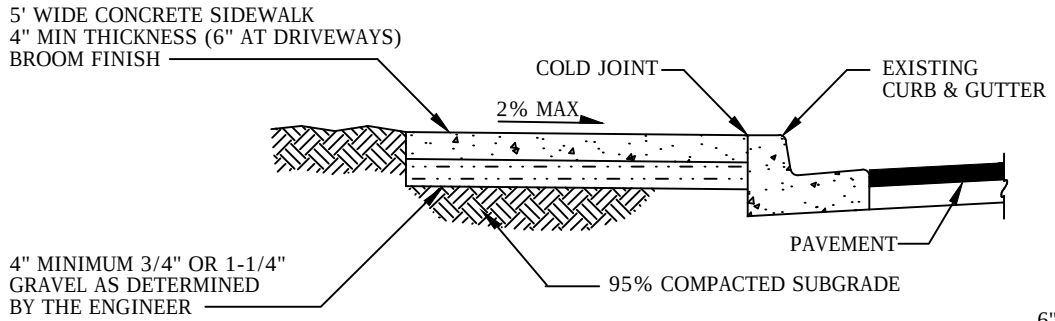
PLAN NO. CK-R.17A

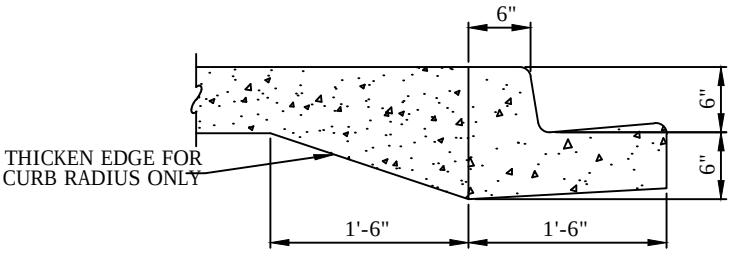
CITY OF KIRKLAND WASHINGTON

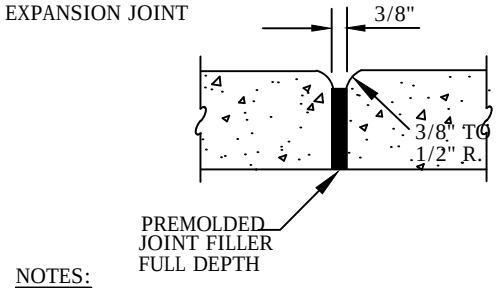
CEMENT CONCRETE PEDESTRIAN CURB

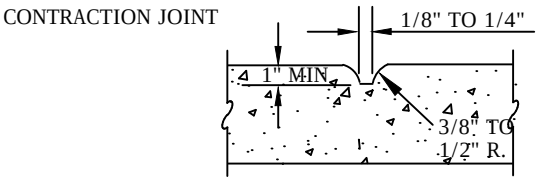
LAST REVISED: 1/1/18




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.

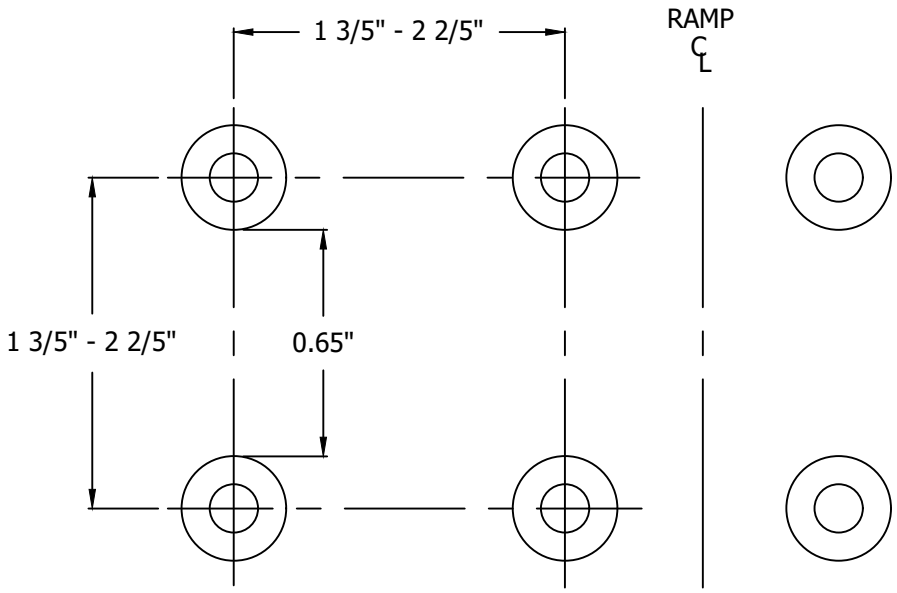
# CITY OF KIRKLAND

PLAN NO. CK- R.23

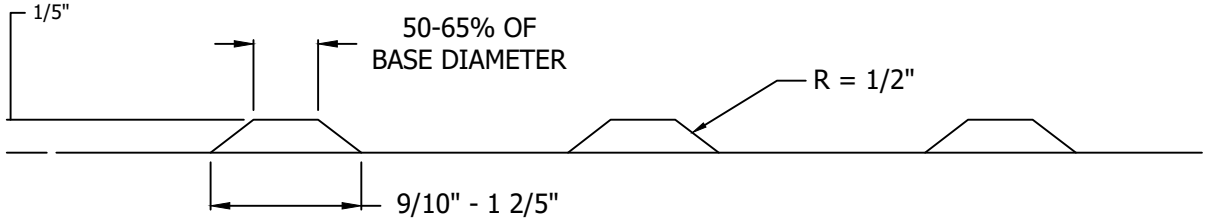
CITY OF KIRKLAND WASHINGTON

## SIDEWALK SECTION

LAST REVISED: 01/2021




PLAN



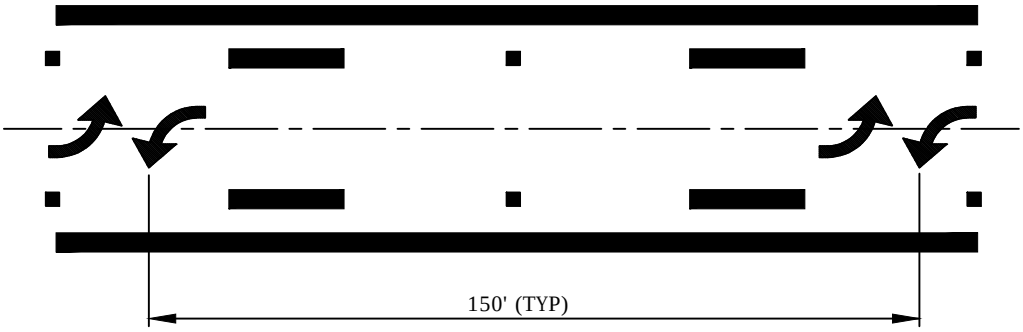

ELEVATION

NOTE:

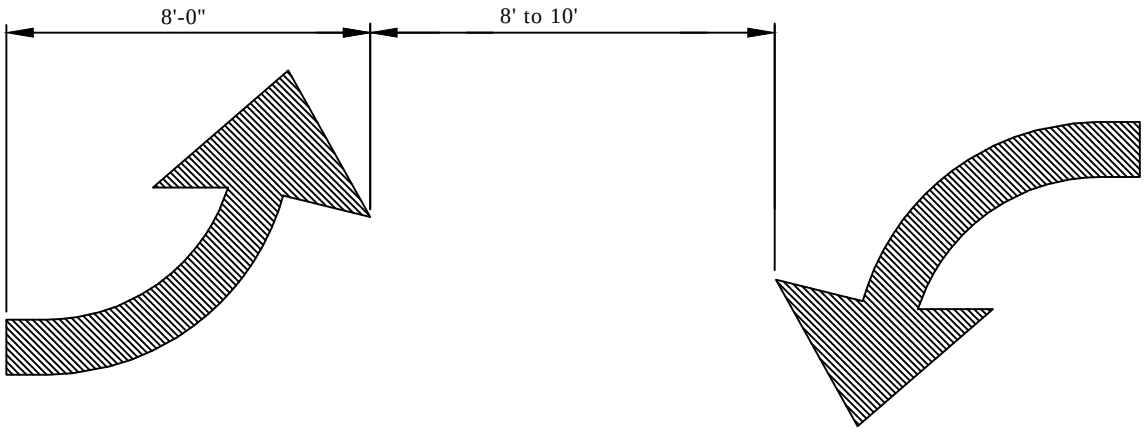
1. THE DETECTABLE WARNING PATTERN SHALL BE FORMED BY ADDING A MANUFACTURED MATERIAL BEFORE THE CONCRETE HAS CURED.
2. THE TWO-FOOT WIDE DETECTABLE WARNING PATTERN AREA ON THE RAMP SHALL BE YELLOW AND SHALL MATCH THE COLOR OF "STANDARD INTERSTATE YELLOW" PAINT AS SPECIFIED IN FORMULA K-2-83.
3. EMBOSSING THE WET CONCRETE OR INSTALLING MASONRY OF CERAMIC TILES MUST BE APPROVED BY CITY ENGINEER.

| CITY OF KIRKLAND | |
|---|---|
| PLAN NO. CK - R.25B | |
| CITY OF KIRKLAND WASHINGTON | TRUNCATED DOME TEXTILE WARNING SURFACE |

LAST REVISED: 1/1/18




TWO-WAY LEFT TURN MARKERS




TYPICAL ARROW

NOTES

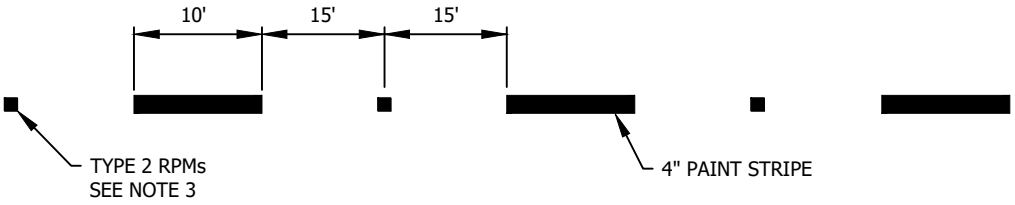
1. THERMOPLASTIC REQUIRED

CITY OF KIRKLAND

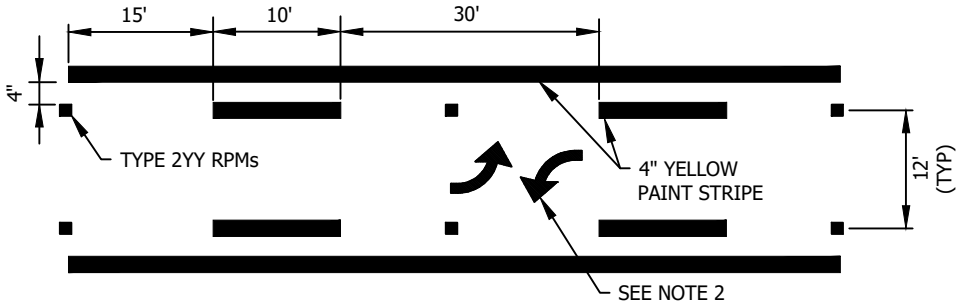
PLAN NO. CK- R.30

TWO-WAY LEFT TURN LANE AND TYPICAL ARROW

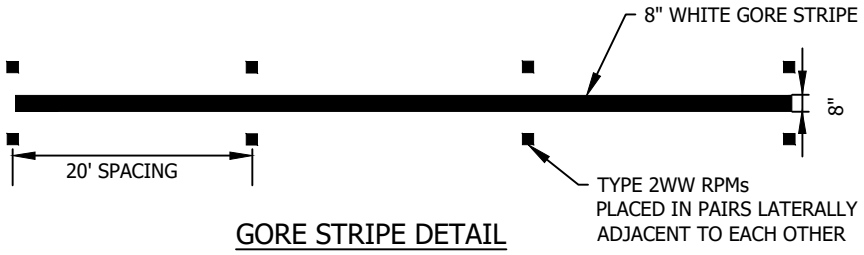
LAST REVISED:01/2023



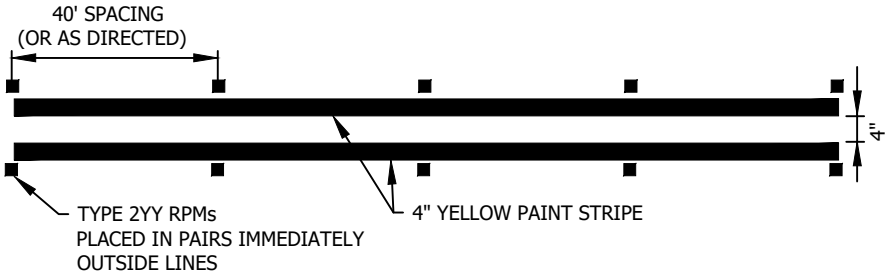

SKIP CENTER & LANE STRIPE DETAIL




TWO-WAY LEFT TURN DETAIL




GORE STRIPE DETAIL




DOUBLE YELLOW CENTER DETAIL

NOTES:

1. MATCH EXISTING PAVEMENT MARKING DIMENSIONS.
2. SEE CK-R.30 FOR TWO-WAY LEFT TURN ARROW PLACEMENT.
3. RAISED PAVEMENT MARKER BODY AND LENS COLOR SHALL CONFORM TO THE COLOR OF THE MARKING FOR WHICH THEY SUPPLEMENT, SUBSTITUTE FOR, OR SERVE AS A POSITIONING GUIDE FOR.

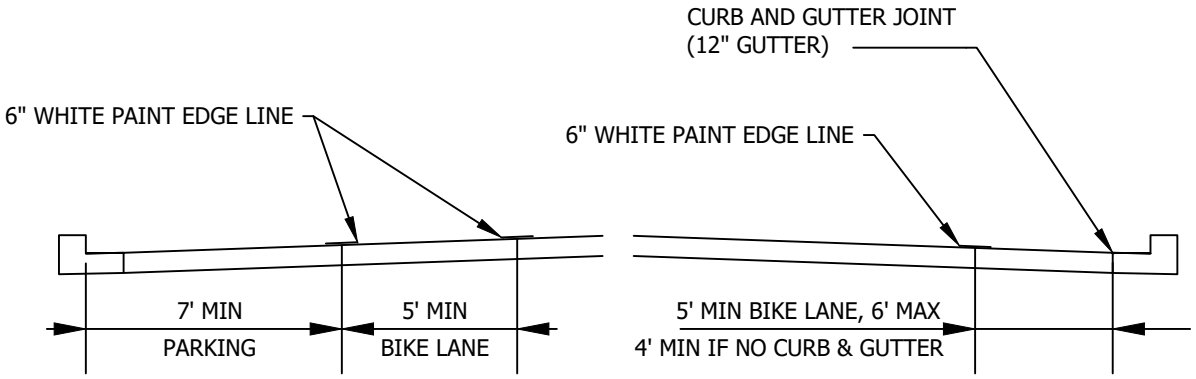
CITY OF KIRKLAND

PLAN NO. CK–R.31

CITY OF KIRKLAND WASHINGTON

# PAVEMENT MARKING DETAIL

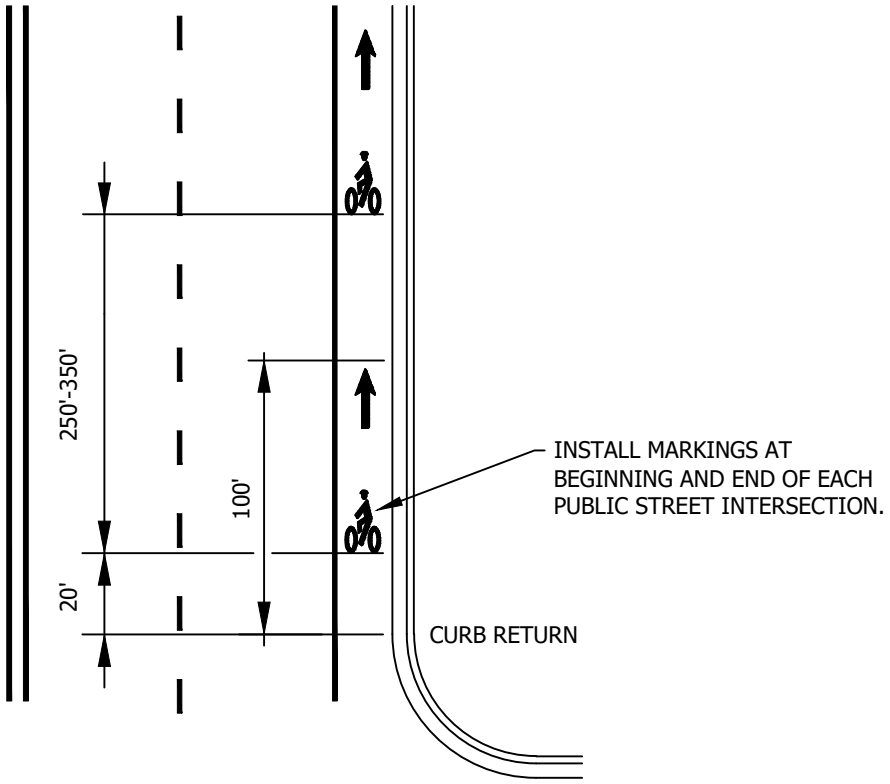
LAST REVISED: 1/2023




(MEASURED TO EDGE OF GUTTER OR CENTER OF PAINT STRIPE)

BICYCLE LANE WITH PARKING

BICYCLE LANE WITHOUT PARKING




NOTES:

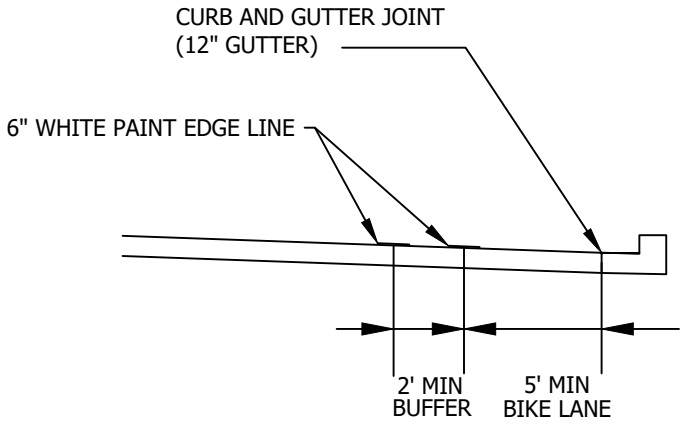
1. SEE MUTCD FOR MORE INFORMATION AND SPECIFICATIONS.
2. PER SEC. 9B.04 2009 MUTCD, DO NOT USE R3-17 SIGNS.
3. BICYCLIST AND PEDESTRIAN SYMBOLS PER CK-R.34B
4. 4' BIKE LANE WIDTH MAY BE CONSIDERED IN CONSTRAINED LOCATIONS.

CITY OF KIRKLAND

PLAN NO. CK- R.35

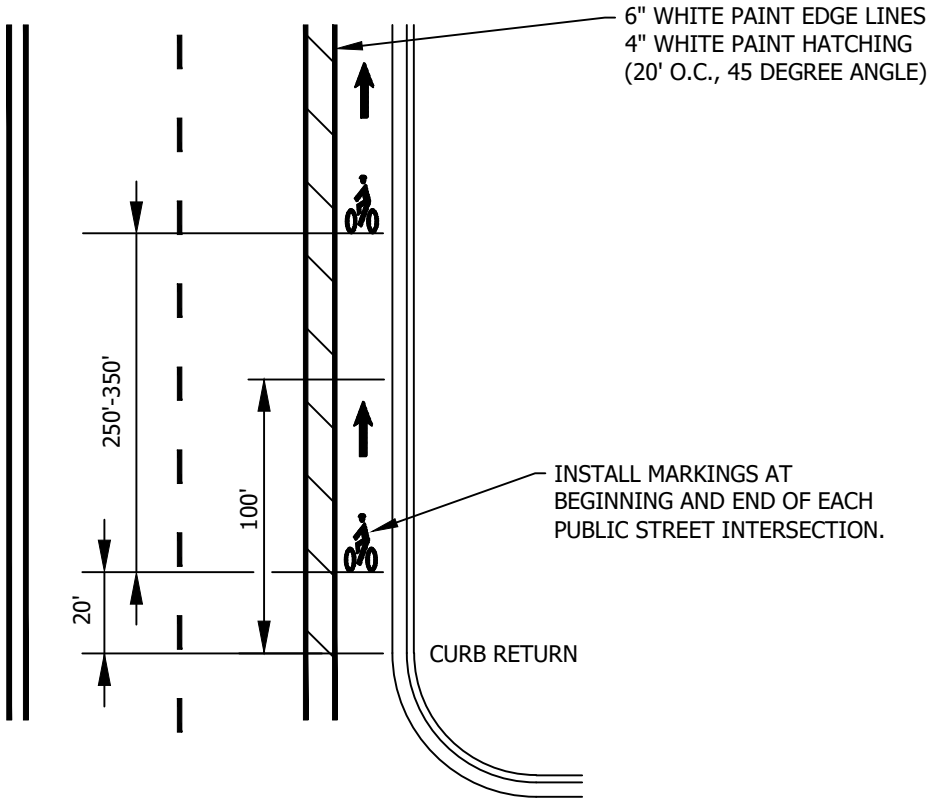
CITY OF KIRKLAND WASHINGTON

# TYPICAL BICYCLE LANE - WIDTH, SIGNING & MARKING




BUFFERED BICYCLE PEDESTRIAN LANE WITHOUT PARKING

(MEASURED TO EDGE OF GUTTER OR CENTER OF PAINT STRIPE)



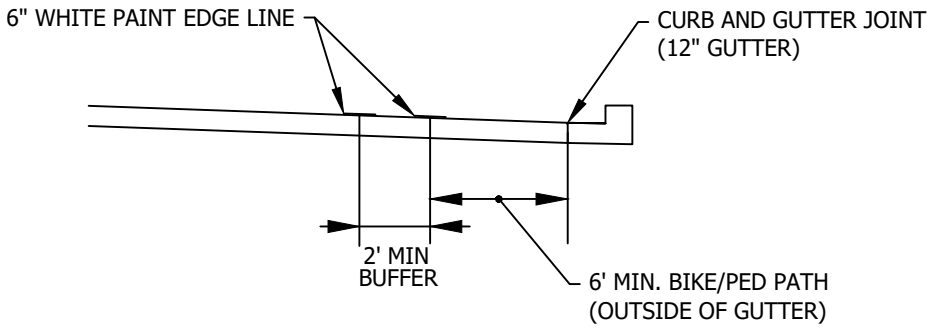

NOTES:

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.

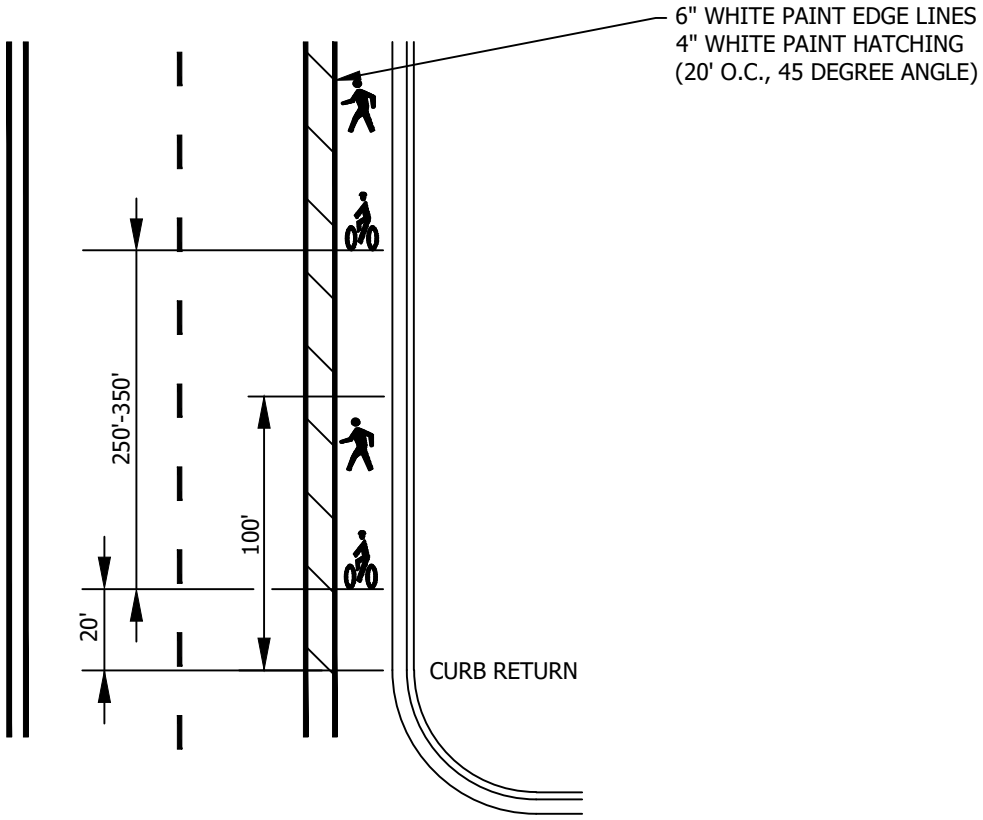
CITY OF KIRKLAND

PLAN NO. CK-R.35A

# TYPICAL BUFFERED BICYCLE LANE - WIDTH, SIGNING & MARKING




BUFFERED BICYCLE / PEDESTRIAN PATH WITHOUT PARKING
(MEASURED TO EDGE OF GUTTER OR CENTER OF PAINT STRIPE)




NOTES:

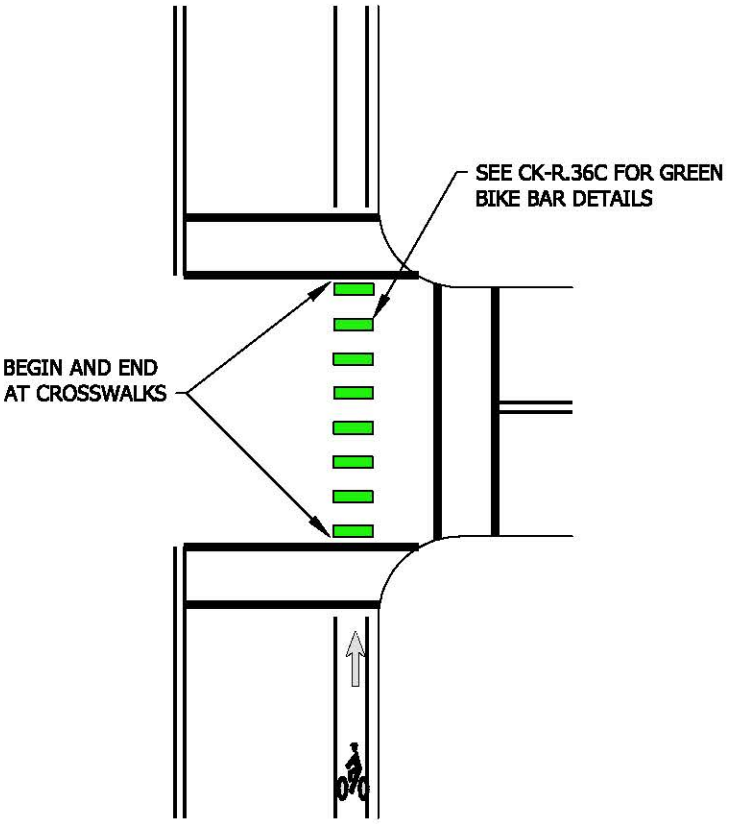
1. SEE MUTCD FOR MORE INFORMATION AND SPECIFICATIONS.
2. PER SEC. 9B.04 2009 MUTCD, DO NOT USE R3-17 SIGNS.
3. BICYCLIST AND PEDESTRIAN SYMBOLS PER CK-R.34B.
4. IF SHARED PATH IS INTENDED FOR TWO-WAY TRAVEL, THEN MIN. WIDTH SHALL BE 8'.

# CITY OF KIRKLAND

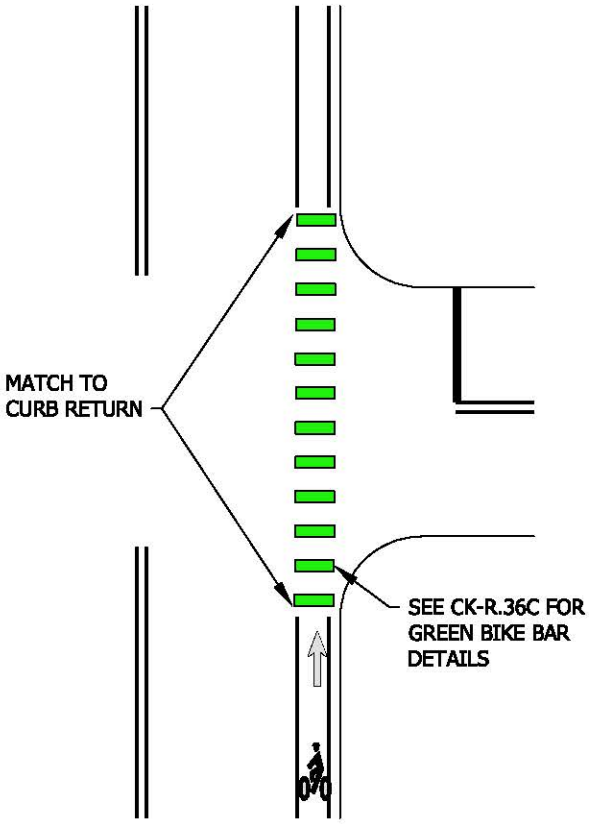
PLAN NO. CK- R.35B

# TYPICAL BUFFERED BICYCLE/ PEDESTRIAN SHARED PATH

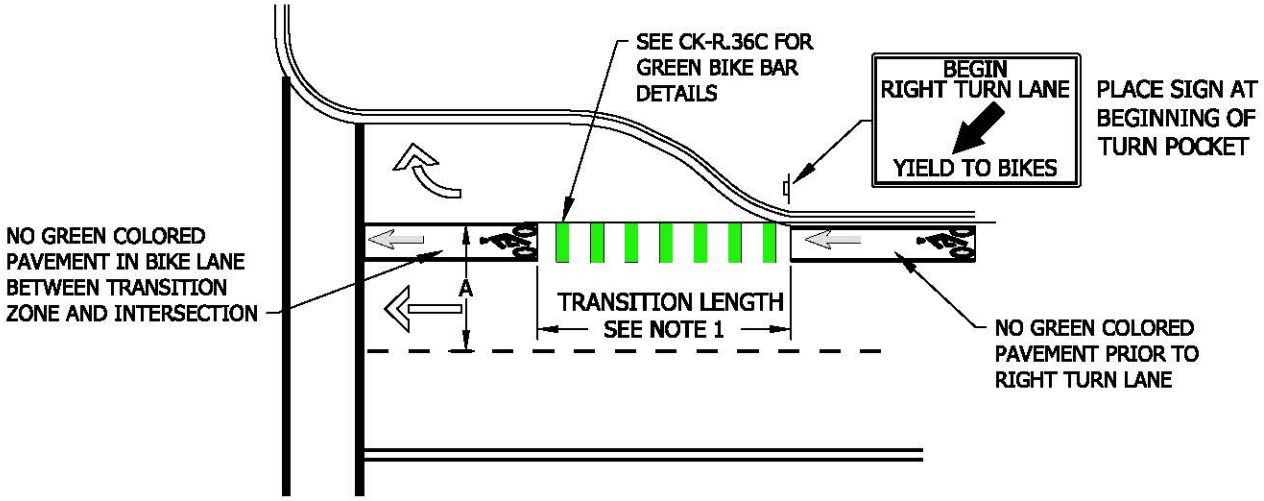
LAST REVISED:01/2020




**TYPICAL TREATMENT THROUGH INTERSECTION WITH CROSSWALKS**




**TYPICAL TREATMENT THROUGH INTERSECTION WITHOUT CROSSWALKS**




**TYPICAL TREATMENT AT A RIGHT TURN POCKET**
**(BICYCLE LANE CONTINUES THROUGH INTERSECTION)**

NOTES:

1. TRANSITION LENGTH = 5 x A (TYPICALLY 80' AS SHOWN).
2. GREEN COLORED PAVEMENT, BIKE LANE SYMBOL, AND ARROW SHALL BE EITHER 90 MIL PREFORMED THERMOPLASTIC OR METHYL METHACRYLATE (MMA).
3. SEE PLAN NO. CK-R.34 FOR MORE DETAILS ABOUT BIKE LANE SYMBOLS AND ARROWS.
4. MARKING UNSIGNALIZED INTERSECTIONS WITH GREEN PAVEMENT IS EVALUATED ON A CASE-BY-CASE BASIS

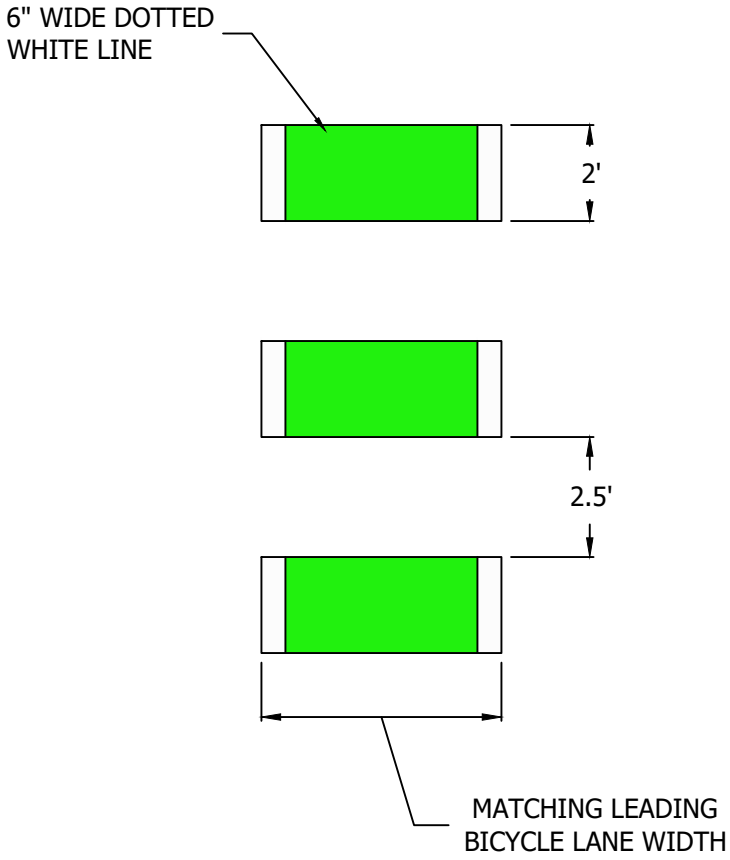
CITY OF KIRKLAND

PLAN NO. CK-R.36A

CITY OF KIRKLAND WASHINGTON

# GREEN BIKE LANE AT INTERSECTION

LAST REVISED: 01/2021

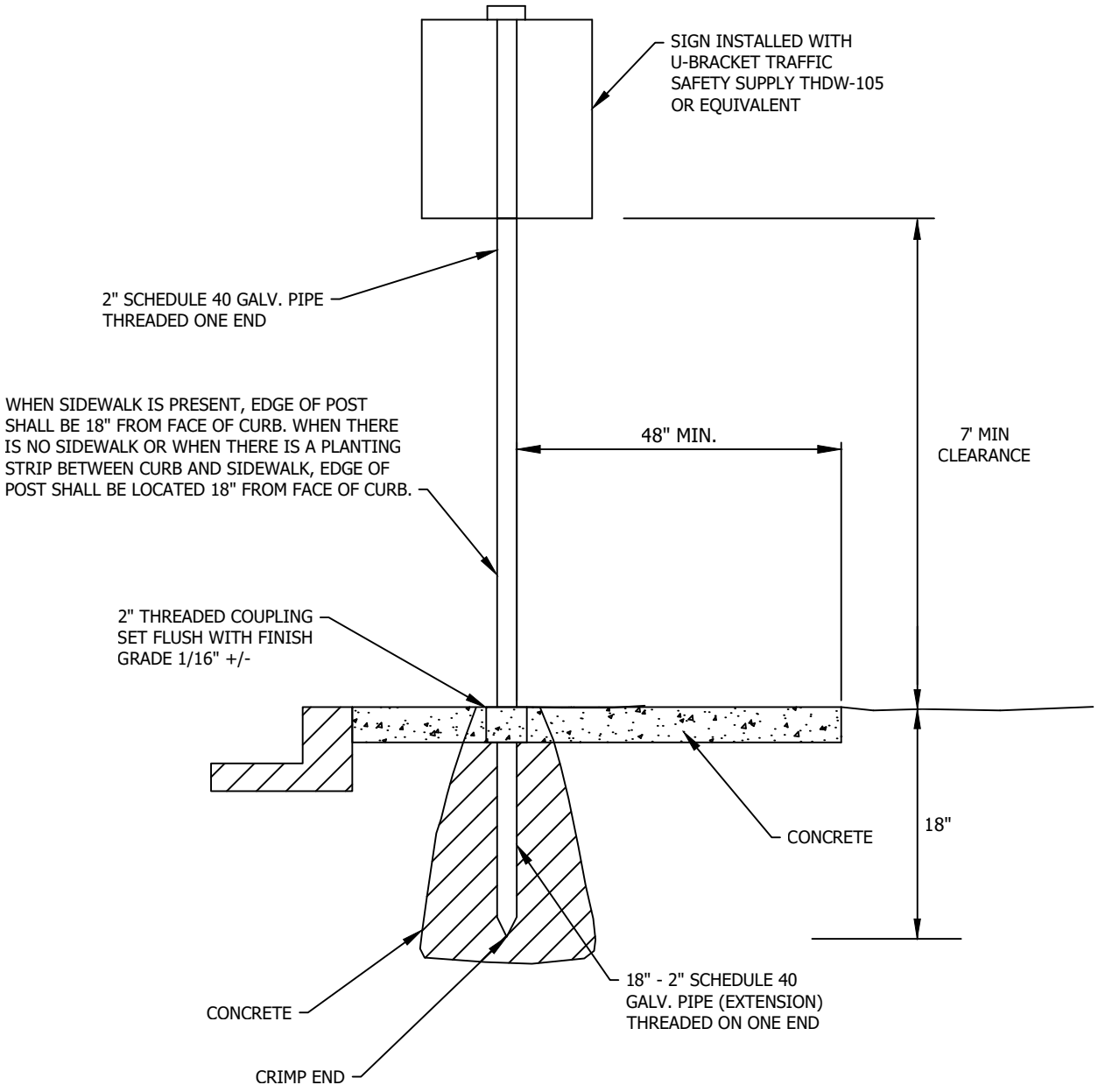



NOTE:

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 |

LAST REVISED:01/2022




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.

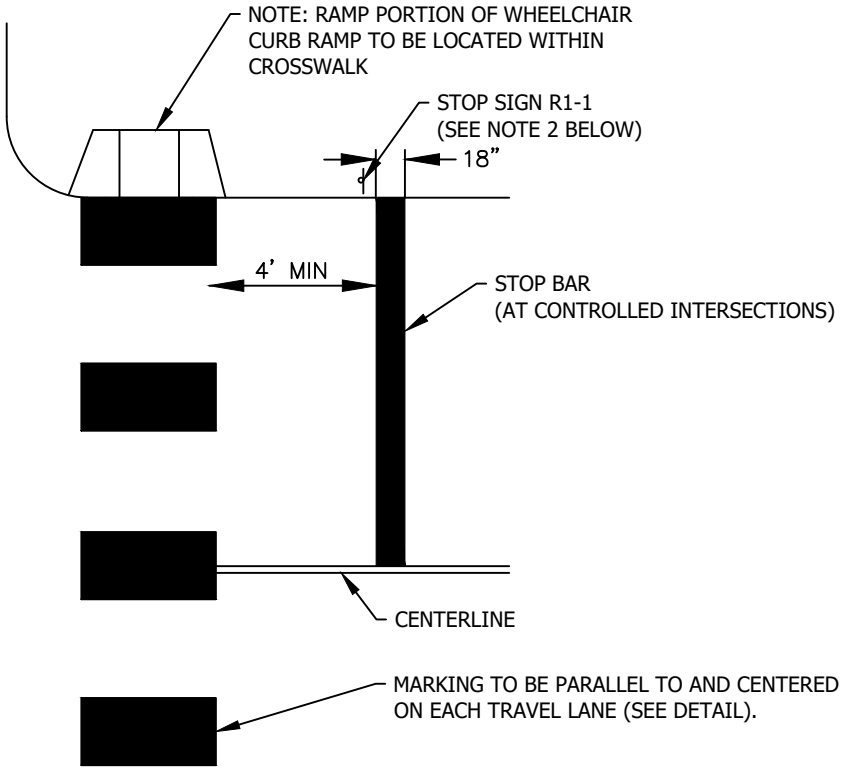
CITY OF KIRKLAND

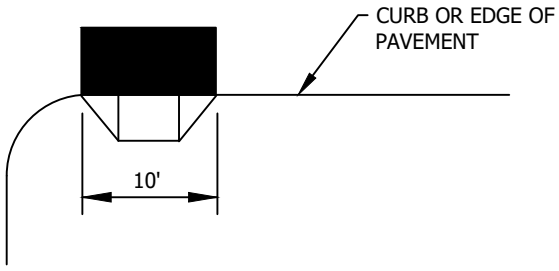
PLAN NO. CK–R.43

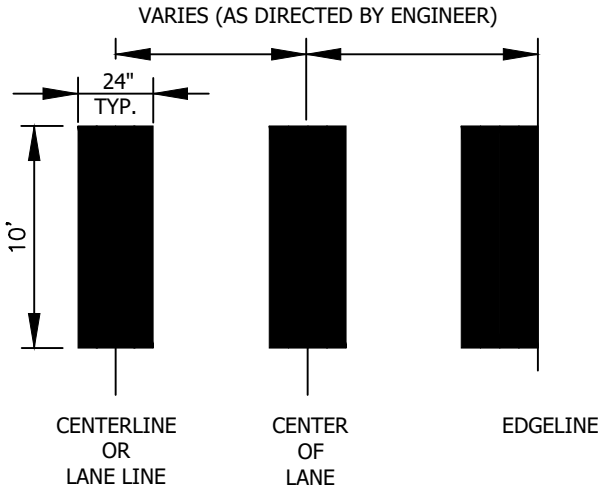
CITY OF KIRKLAND WASHINGTON

# STANDARD SIGN INSTALLATION

LAST REVISED:01/2020




DETAIL

NOTES:

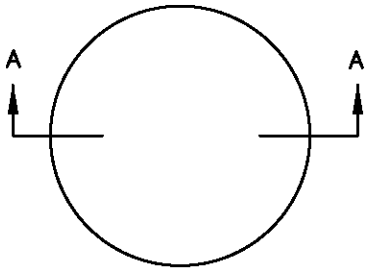
1. MARKINGS SHALL BE THERMOPLASTIC.
2. STOP SIGN LOCATION ADJACENT TO STOP BAR, OR AS DIRECTED BY ENGINEER

CITY OF KIRKLAND

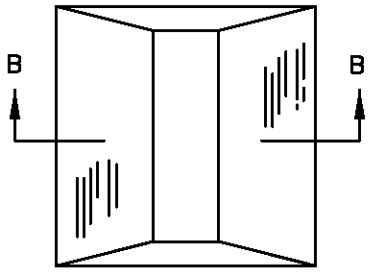
PLAN NO. CK–R.28

CROSSWALK AND STOP BAR DETAIL

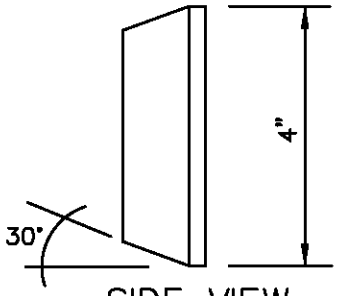
LAST REVISED: 11/30/99



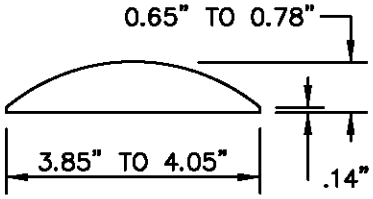

PLAN



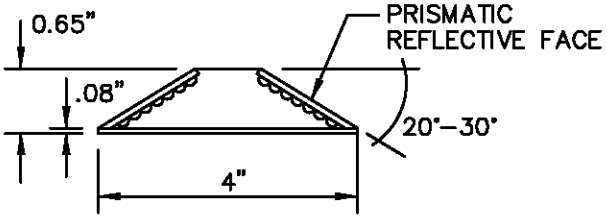

PLAN
DIRECTION OF TRAFFIC



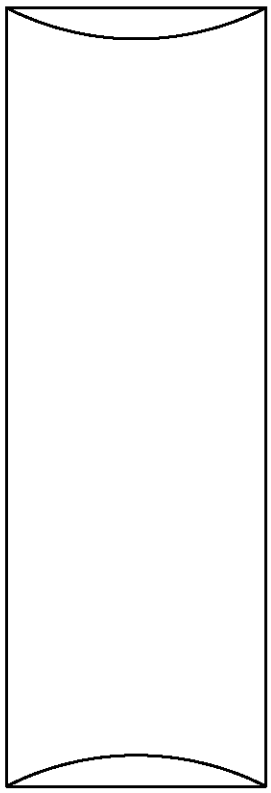

SIDE VIEW



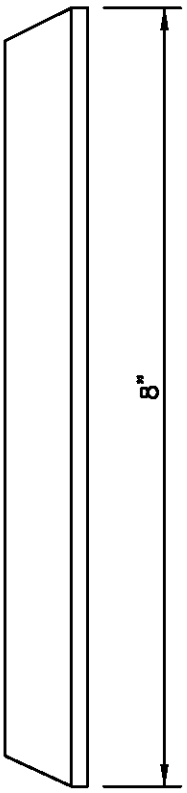

TYPE 1
SECTION A–A




TYPE 2
SECTION B–B



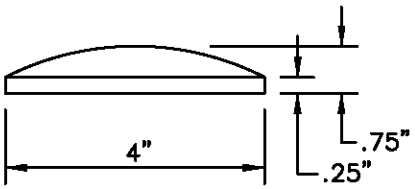
PLAN




SIDE VIEW

NOTES

1. TYPE C PAVEMENT MARKERS TO BE USED ONLY UPON APPROVAL BY TRAFFIC ENGINEER.
2. NOT TO BE USED ON EDGELINES.




TYPE C

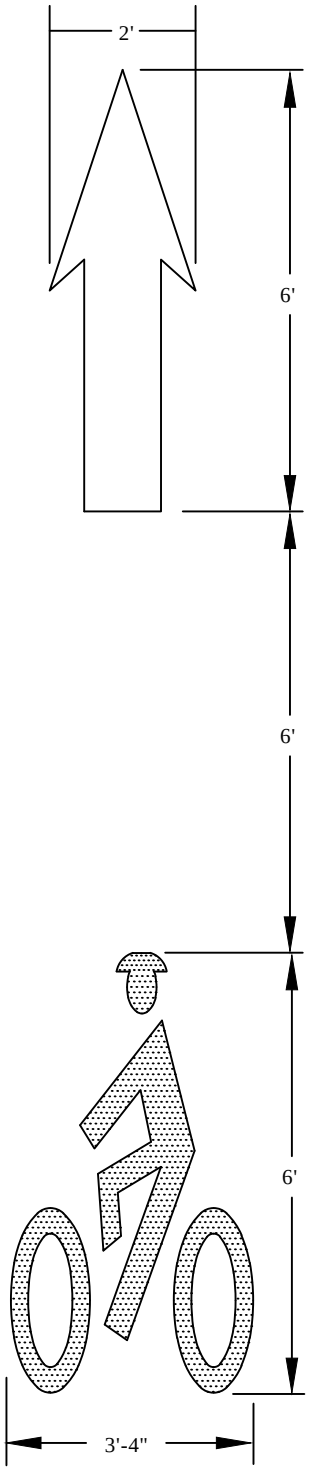
CITY OF KIRKLAND

PLAN NO. CK–R.29

CITY OF KIRKLAND WASHINGTON

LANE MARKERS
(DIMENSIONS)

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.

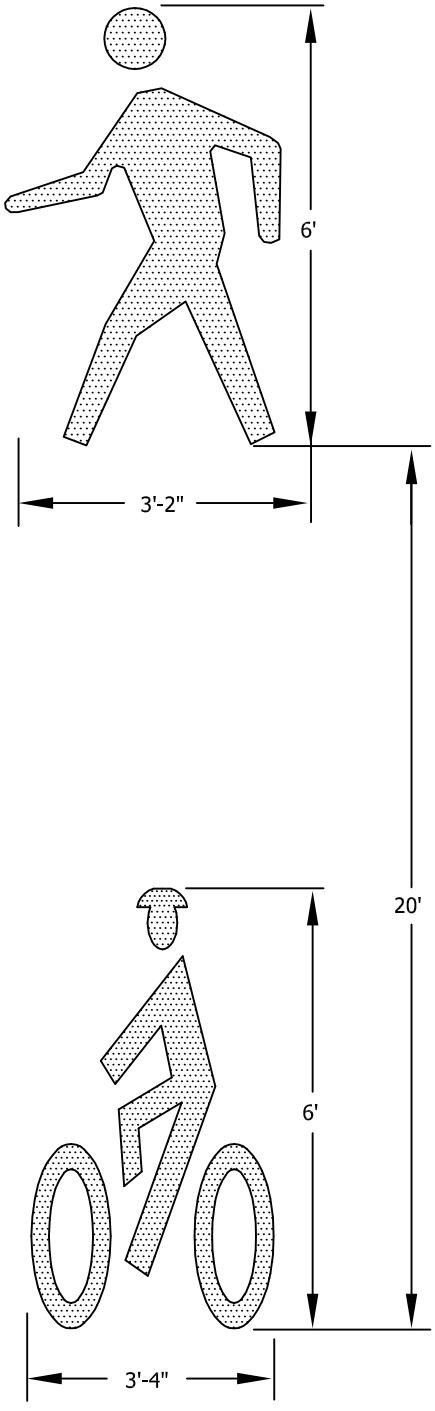
CITY OF KIRKLAND

PLAN NO. CK–R.34

CITY OF KIRKLAND WASHINGTON

# BICYCLE LANE MARKINGS

LAST REVISED: 1/1/2019




NOTES:

1. BIKE AND PEDESTRIAN LANE SYMBOLS MATERIAL SHALL BE 90 MILL, PERFORMED, SKID RESISTANT THERMOPLASTIC.
2. BICYCLE AND PEDESTRIAN SYMBOLS FACES ROADWAY CENTERLINE.

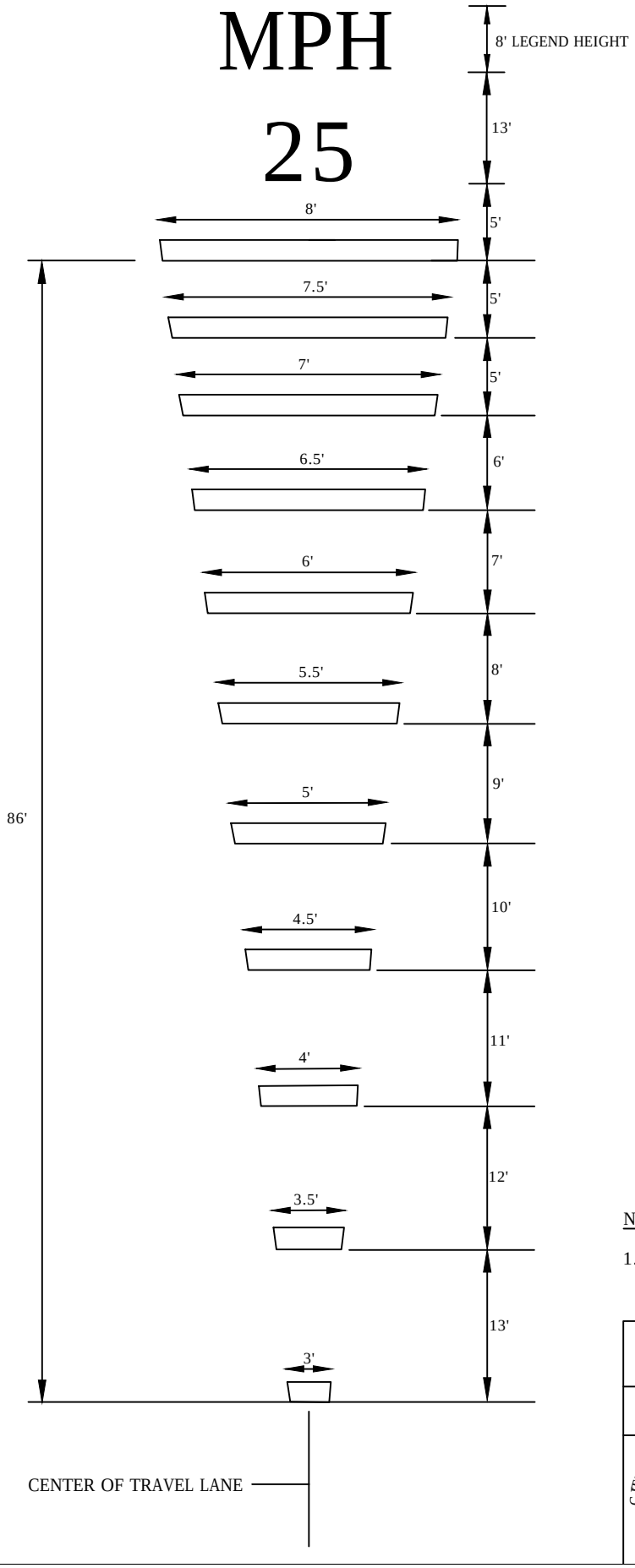
CITY OF KIRKLAND

PLAN NO. CK–R.34B

CITY OF KIRKLAND WASHINGTON

# BICYCLE AND PEDESTRIAN LANE MARKINGS

LAST REVISED: 01/01/2018




## PAVEMENT MARKING DETAIL

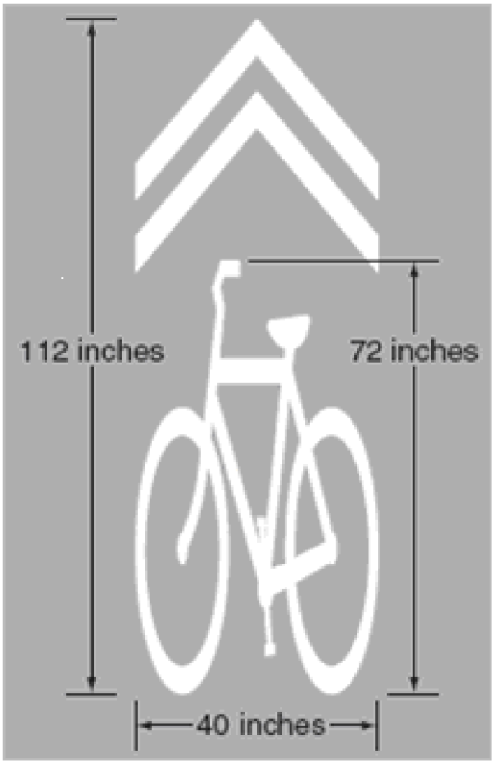
NOT TO SCALE

NOTES:

1. TRANSVERSE BAR WIDTH IS 1'.

| CITY OF KIRKLAND | |
|---|---|
| PLAN NO. CK- R.38 | |
| CITY OF KIRKLAND WASHINGTON | TRANSVERSE BAR PAVEMENT MARKING PATTERN |

LAST REVISED: 01/18/2018




SHARED LANE MARKING DETAIL

NOT TO SCALE

NOTES:

1. PLACE MARKING IN CENTER OF TRAVELED WAY, EVERY 250'-350'.

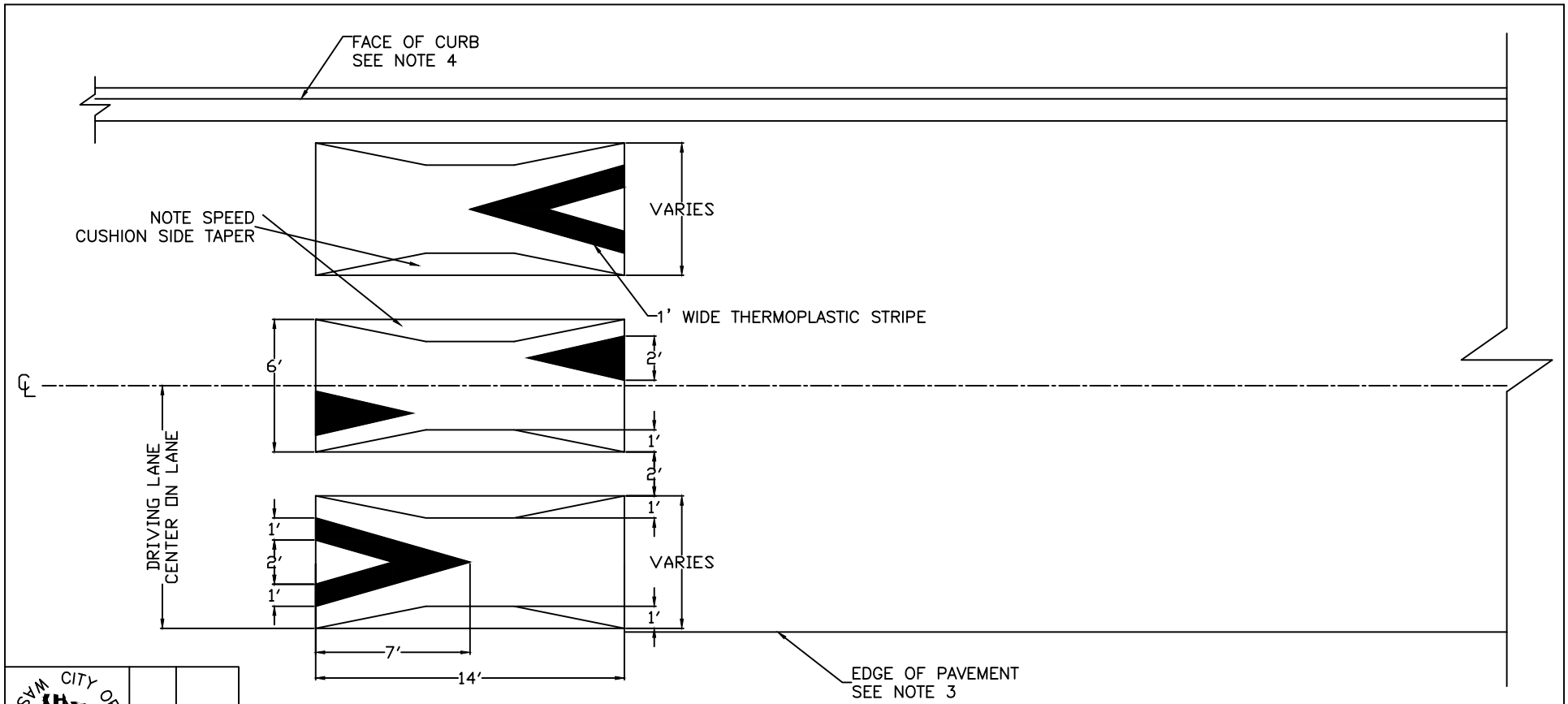
2. SEE SECTION 9C.07, 2009 MUTCD FOR MORE GUIDANCE.

3. SHARED LANE MARKING MATERIAL SHALL BE 90 MILL, PREFORMED, SKID RESISTANT THERMOPLASTIC.

CITY OF KIRKLAND

PLAN NO. CK- R.46

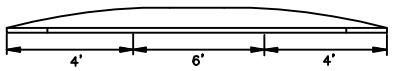
SHARED LANE MARKING



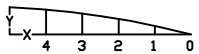

SPEED CUSHION

NO SCALE

MARKING, LAYOUT, AND EDGE DETAIL




SPEED CUSHION SECTION
NO SCALE




| X (ft) | Y (in) |
|---|---|
| 0 | 0.00 |
| 1 | 1.50 |
| 2 | 2.25 |
| 3 | 2.75 |
| 4 | 3.00 |

VERTICAL DIMENSION CHART
NO SCALE

NOTES:

1. PAVEMENT MARKINGS TYPICAL IN BOTH DIRECTIONS OF TRAVEL
2. ALL SPEED CUSHION MARKINGS SHALL BE PLASTIC
3. WHEN PLACED ON ROADWAY WITH NO CURB AND GUTTER, EDGE OF SPEED CUSHION EXTENDS TO EDGE OF PAVEMENT
4. WHEN PLACED ON ROADWAY WITH CURB AND GUTTER, EDGE OF SPEED CUSHION TO BE PLACED 2' FROM FACE OF CURB.
5. NOTE SIDE TAPER ON SPEED CUSHION.

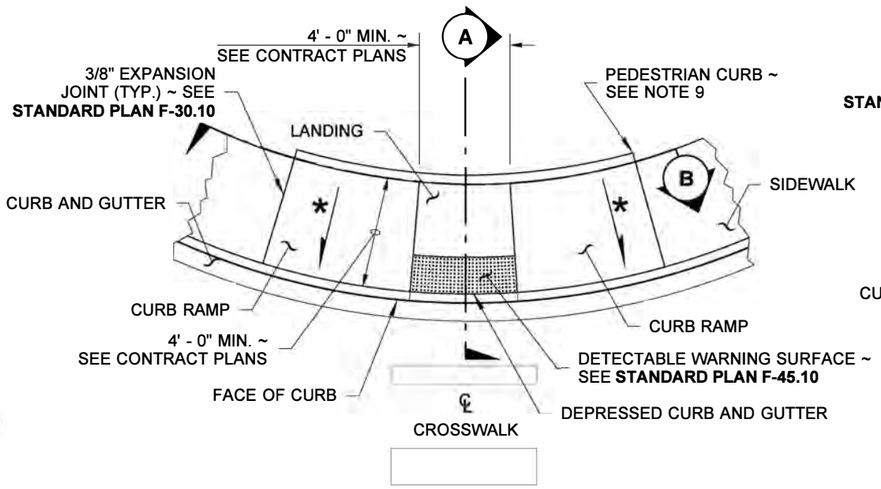
LAST REVISED:01/2023

CITY OF KIRKLAND

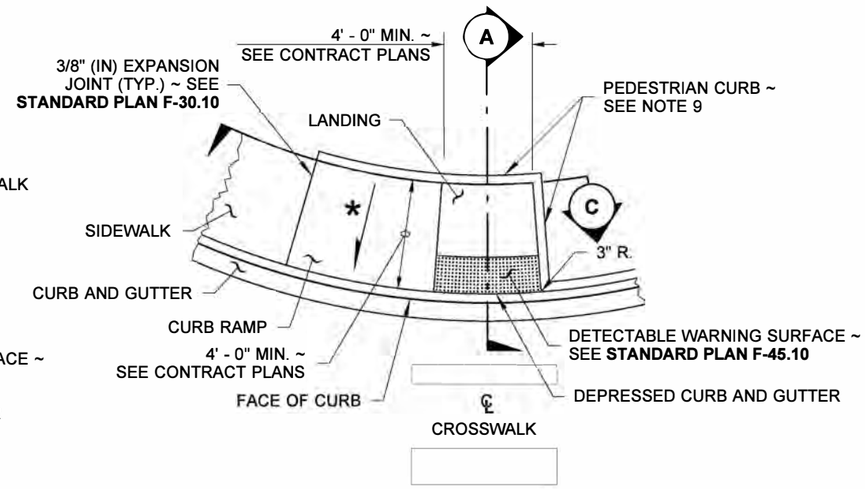
PLAN NO. CK-R.67B

SPEED CUSHION MARKING AND SIGNAGE

DRAWN BY: FERN LIDDELL

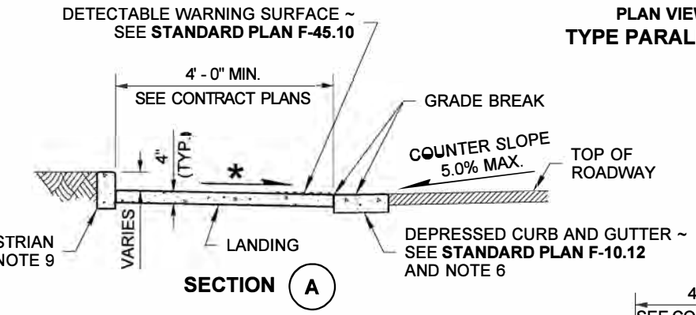



**PLAN VIEW**
**TYPE PARALLEL A**

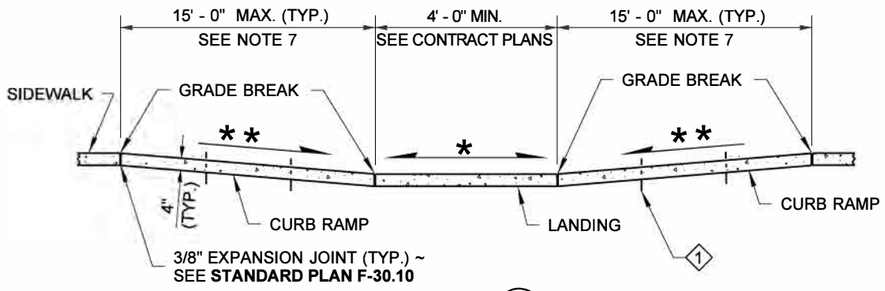



**PLAN VIEW**
**TYPE PARALLEL B**

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.

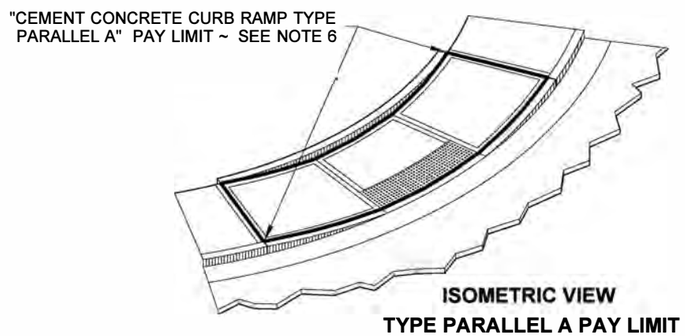



**SECTION (A)**

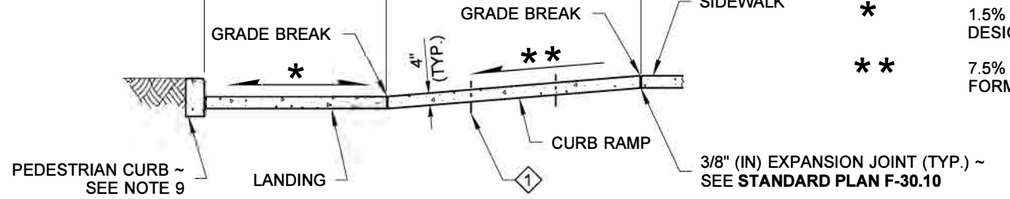



**SECTION (B)**

(ALONG INSIDE RADIUS AT BACK OF WALKWAY)

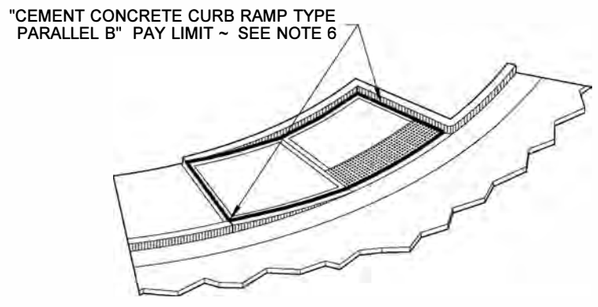



**ISOMETRIC VIEW**
**TYPE PARALLEL A PAY LIMIT**




**SECTION (C)**

(ALONG INSIDE RADIUS AT BACK OF WALKWAY)




**ISOMETRIC VIEW**
**TYPE PARALLEL B PAY LIMIT**

## 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 |

R. SCOTT ZELLER
STATE OF WASHINGTON
28680
REGISTERED
PROFESSIONAL ENGINEER

# PARALLEL CURB RAMP

# STANDARD PLAN F-40.12-03

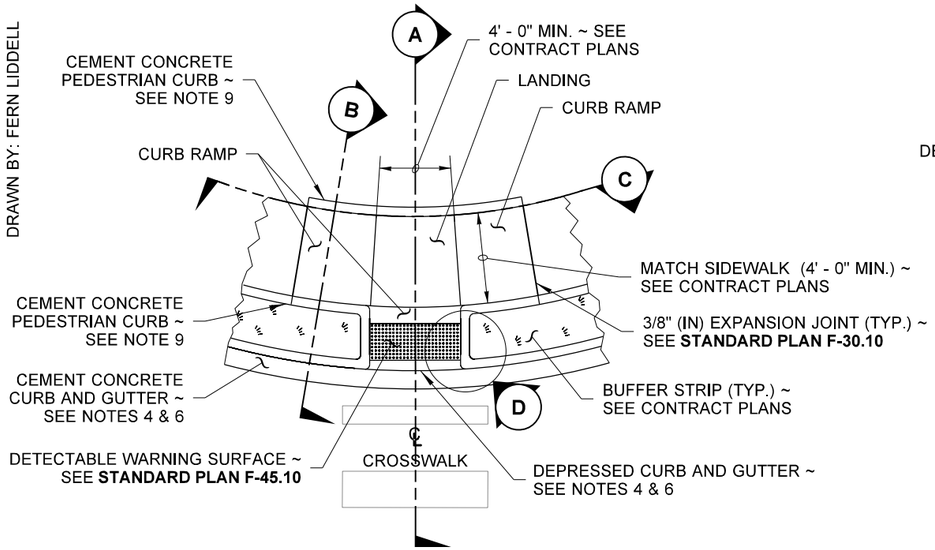
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

Washington State Department of Transportation

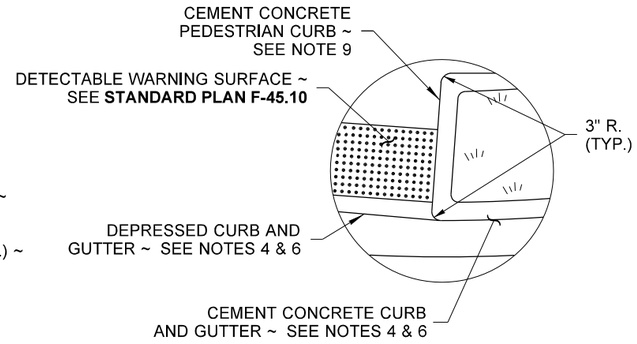
DRAWN BY: FERN LIDDELL




PLAN VIEW

**TYPE COMBINATION**

**WITH BUFFER**




**DETAIL (D)**

**CURB RADIUS DETAIL**

## NOTES

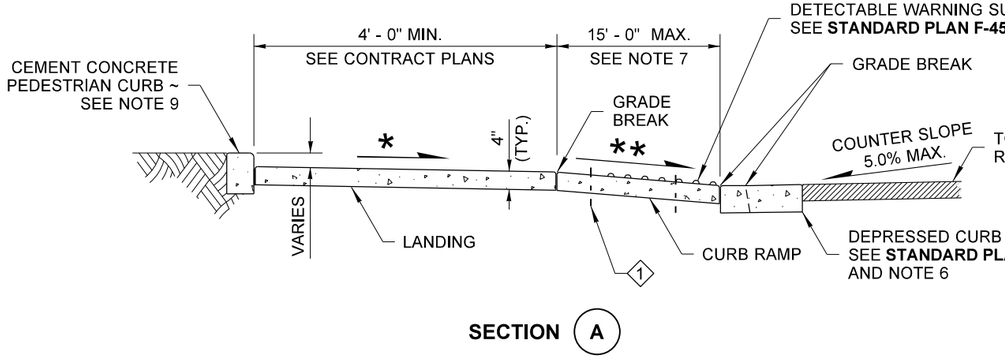
1. At marked crosswalks, the connection between the curb ramp and the roadway must be contained within the width of the crosswalk markings.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
3. Do not place Gratings, Junction 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.

**LEGEND**

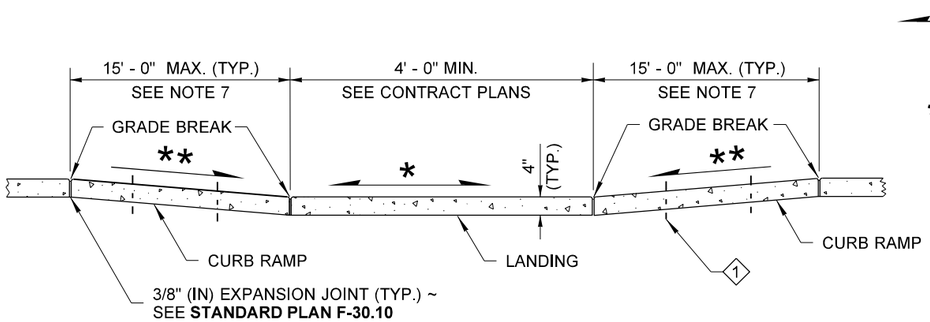
SLOPE IN EITHER DIRECTION

* 1.5 OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)

** 7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.)



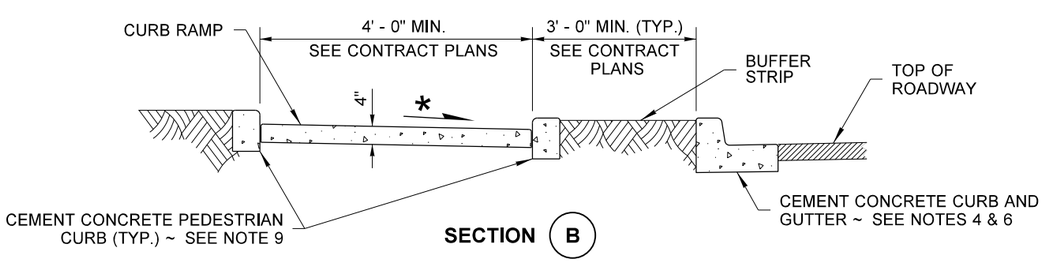

**SECTION (A)**



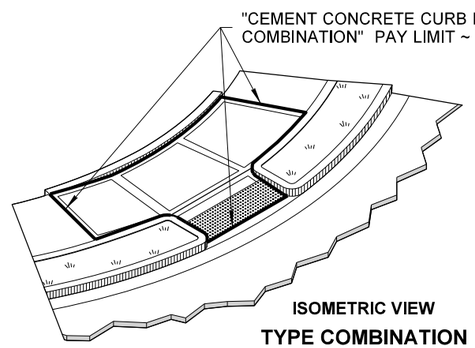

**SECTION (C)**

(ALONG INSIDE RADIUS AT BACK OF WALKWAY)

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 (B)**




**ISOMETRIC VIEW**

**TYPE COMBINATION PAY LIMIT**

R. SCOTT ZELLER
STATE OF WASHINGTON
28680
REGISTERED
PROFESSIONAL ENGINEER

# COMBINATION CURB RAMP

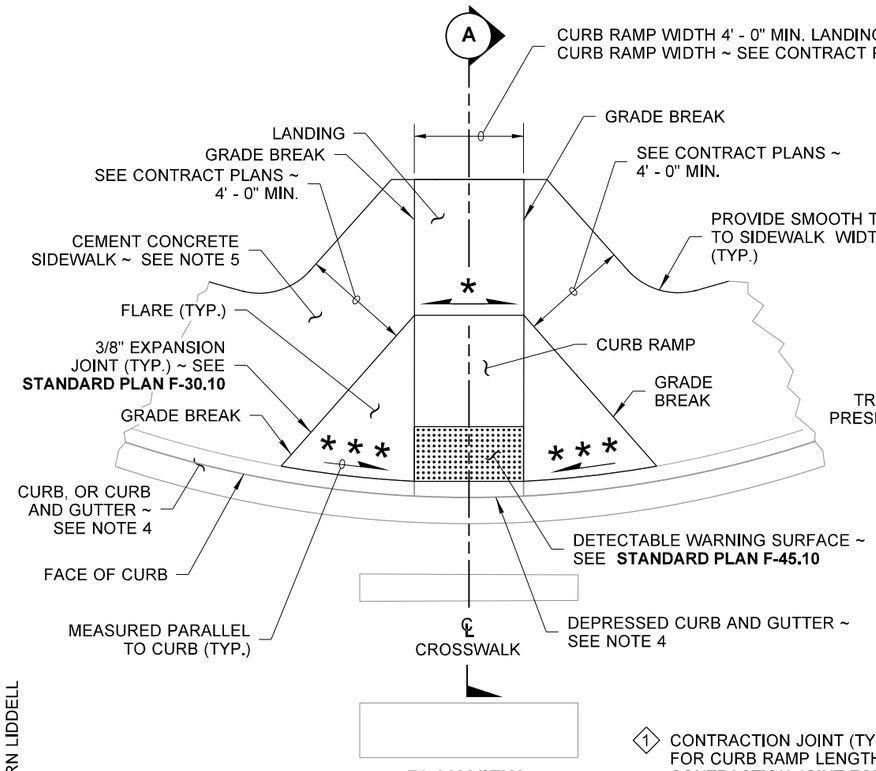
# STANDARD PLAN F-40.14-03

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

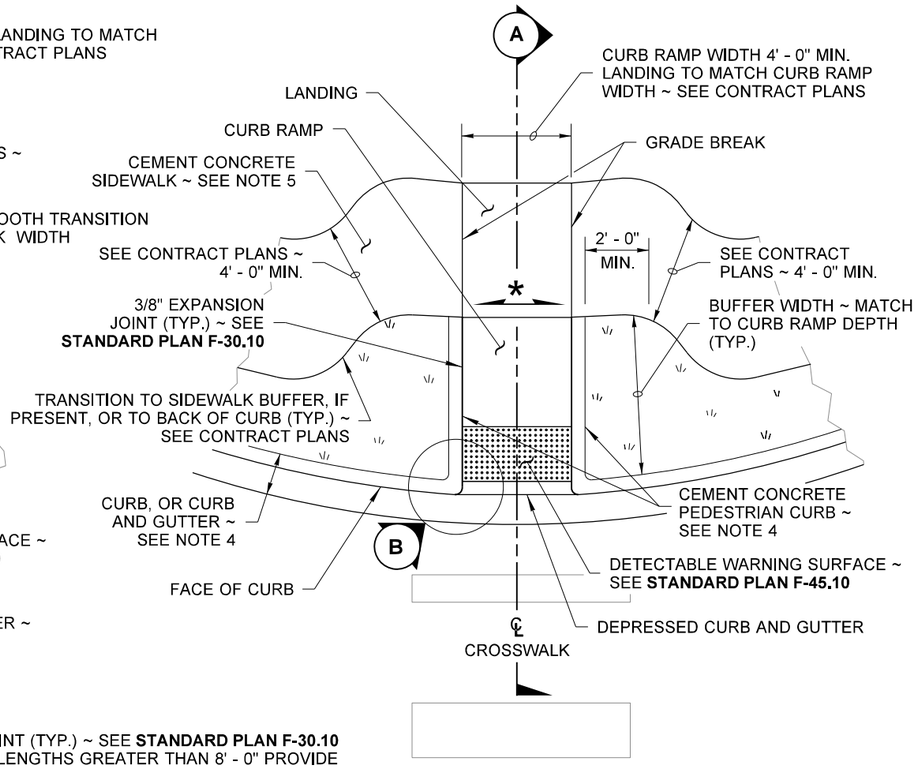
STATE DESIGN ENGINEER

Washington State Department of Transportation




**PLAN VIEW**

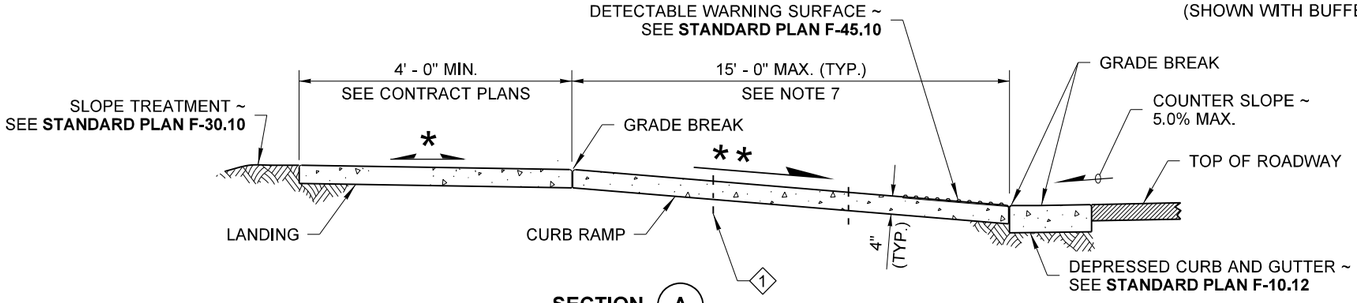
**TYPE PERPENDICULAR A**



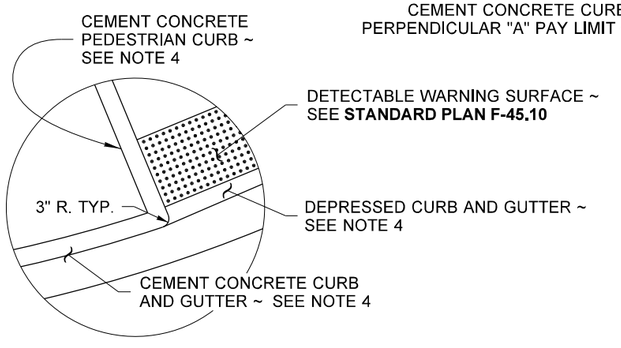

**PLAN VIEW**

**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.

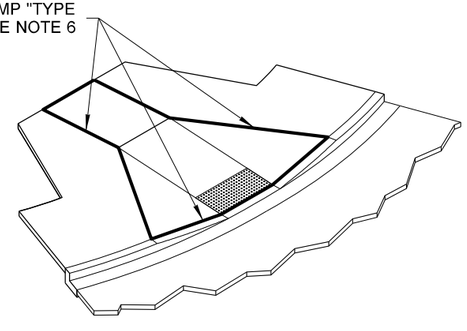



**SECTION A**



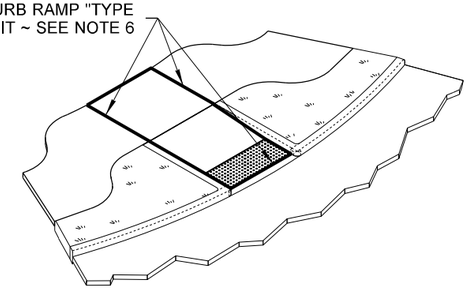

**CURB RADIUS DETAIL B**

CEMENT CONCRETE CURB RAMP "TYPE PERPENDICULAR "A" PAY LIMIT ~ SEE NOTE 6



**ISOMETRIC VIEW**
**TYPE PERPENDICULAR A PAY LIMIT**

CEMENT CONCRETE CURB RAMP "TYPE PERPENDICULAR "B" PAY LIMIT ~ SEE NOTE 6



**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.) |

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'

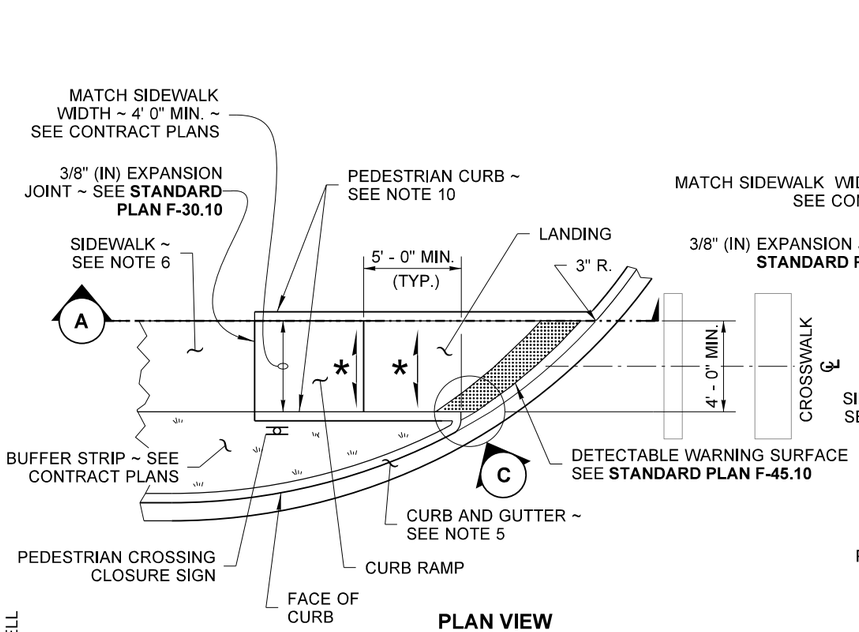
# PERPENDICULAR CURB RAMP

# STANDARD PLAN F-40.15-04

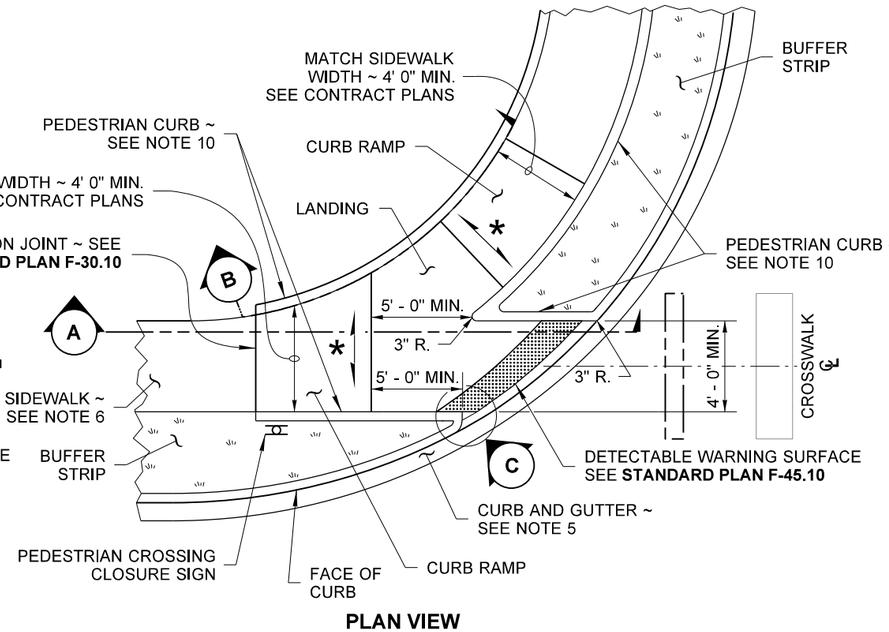
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Date: 2020.09.25 14:44:37 -07'00'
STATE DESIGN ENGINEER
Washington State Department of Transportation

DRAWN BY: F
ERN LIDDELL

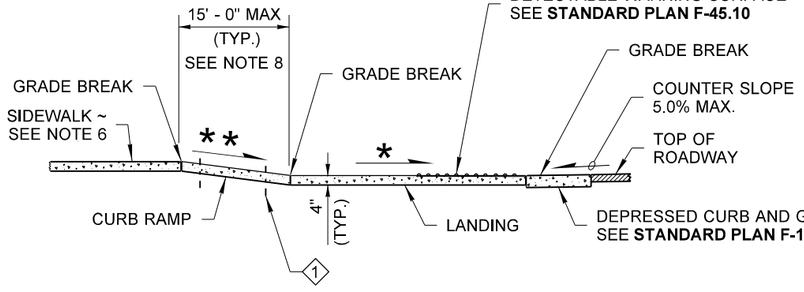



**PLAN VIEW**
**TYPE SINGLE DIRECTION A**

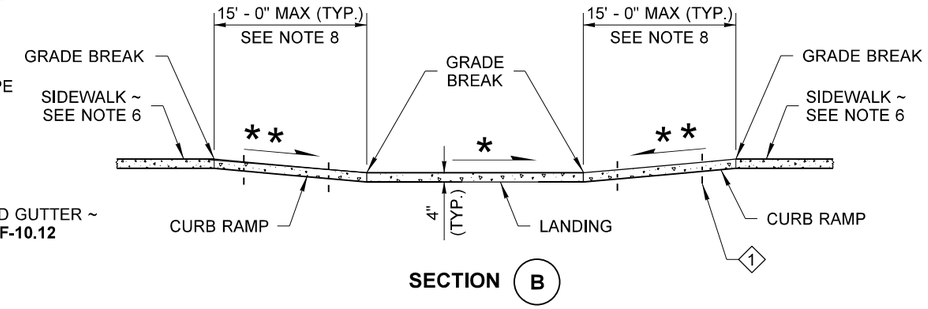



**PLAN VIEW**
**TYPE SINGLE DIRECTION B**

DRAWN BY: FERN LIDDELL



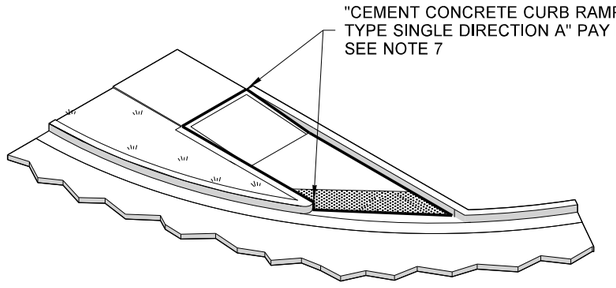

**SECTION (A)**



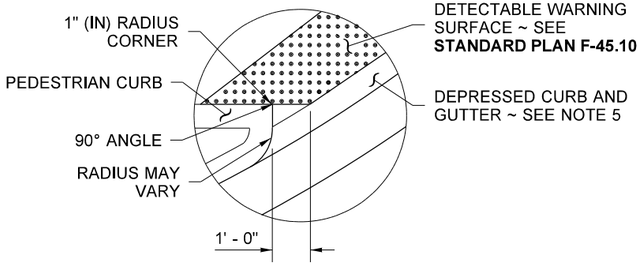

**SECTION (B)**

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.

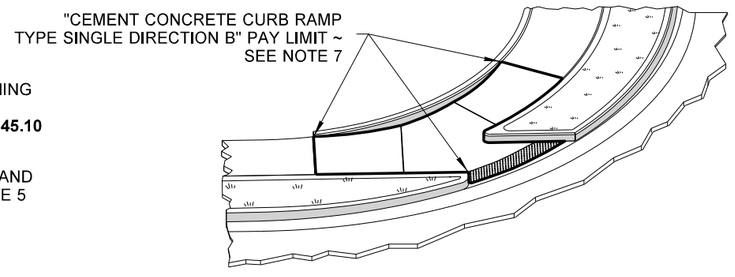
(ALONG INSIDE RADIUS AT BACK OF WALKWAY)




**ISOMETRIC VIEW**
**TYPE SINGLE DIRECTION A**
**PAY LIMIT**




**DETAIL (C)**




**ISOMETRIC VIEW**
**TYPE SINGLE DIRECTION B**
**PAY LIMIT**

**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.
6. See **Standard Plan F-30.10** for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
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

R. SCOTT ZELLER
STATE OF WASHINGTON
28680
REGISTERED
PROFESSIONAL ENGINEER

# SINGLE DIRECTION CURB RAMP

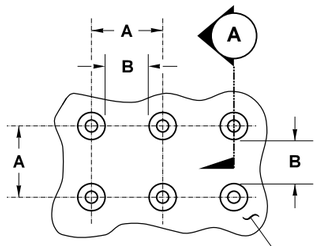
# STANDARD PLAN F-40.16-03

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

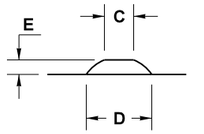
STATE DESIGN ENGINEER

Washington State Department of Transportation




TRUNCATED DOME SPACING
SEE NOTE 3

SEE STANDARD SPECIFICATIONS FOR COLOR OF SURFACE

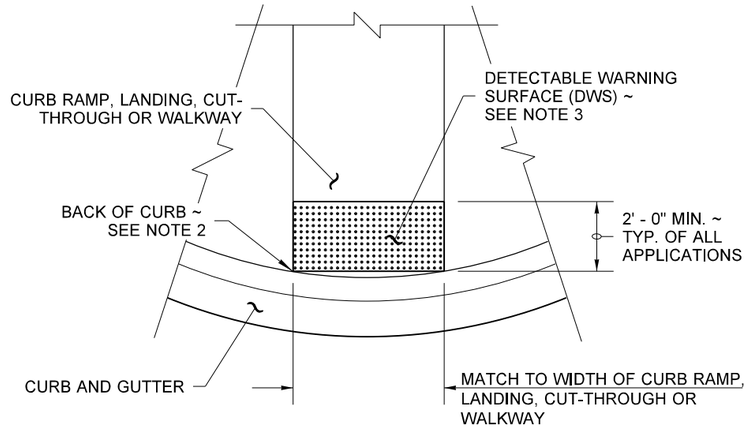



TRUNCATED DOME

SECTION (A)

| | MIN. | MAX. |
|---|---|---|
| A | 1.60" | 2.40" |
| B | 0.65" | — |
| C | 0.45" | 0.90" |
| D | 0.9" | 1.40" |
| E | 0.2" | 0.2" |

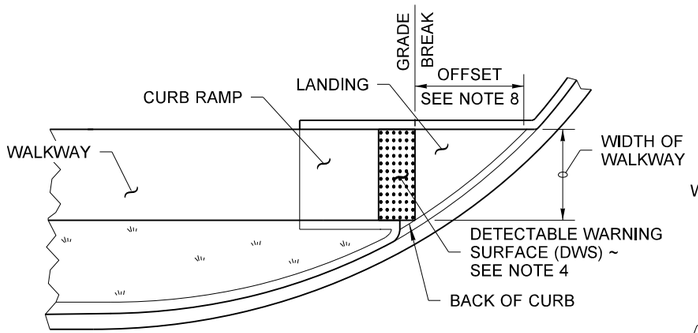
## TRUNCATED DOME DETAILS



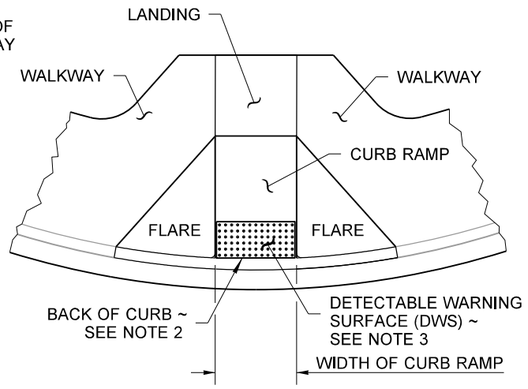

## DETECTABLE WARNING SURFACE DETAIL

**NOTES**

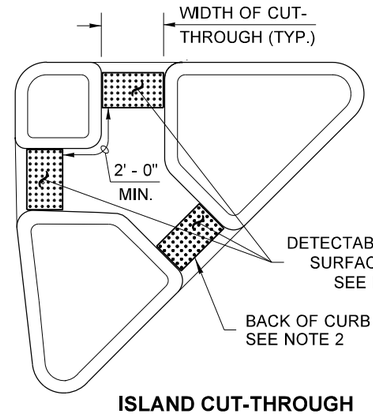
1. The Detectable Warning Surface (DWS) shall extend the full width of the curb ramp, landing, or other roadway entrance as applicable. Exception: If the Manufacturer of the DWS requires a concrete border around the DWS, a variance of up to 2 inches on each side of the DWS is permitted.
2. The Detectable Warning Surface (DWS) shall be placed at the back of curb, with the two leading corners of the DWS panel placed adjacent to the back of the curb, and with no more than a 2 inch gap between the DWS and the back of the curb measured at the center of the DWS panel. Exception: If the Manufacturer of the selected DWS requires a concrete border around the DWS, a variance of up to 2 inches from the back of the curb is permitted (measured at the leading corners of the DWS panel).
3. The rows of truncated domes shall be aligned to be perpendicular to the grade break at the back of curb.
4. The rows of truncated domes shall be aligned to be parallel to the direction of travel.
5. If curb and gutter are not present, such as a shared-use path connection, the Detectable Warning Surface shall be placed at the pavement edge.
6. See **Standard Plans** for sidewalk and curb ramp details.
7. If a curb ramp is required, the location of the Detectable Warning Surface must be at the bottom of the ramp and within the required distance from the rail.
8. When the grade break between the curb ramp and the landing is less than or equal to 5 ft. from the back of curb at all points, place the Detectable Warning Surface on the bottom of the curb ramp directly above the grade break.



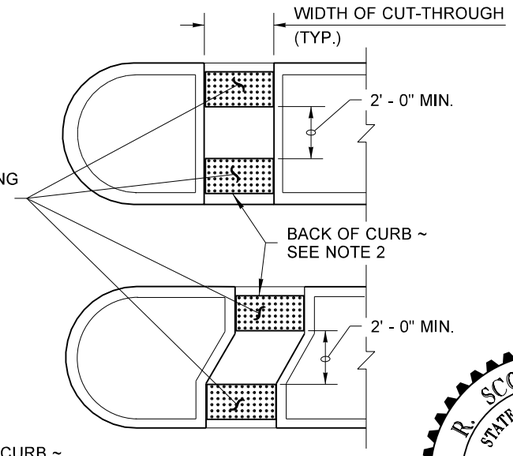

### SINGLE DIRECTION CURB RAMP
(GRADE BREAK BETWEEN CURB AND LANDING ≤ 5 FT. FROM BACK OF CURB)
**(SEE NOTE 6)**



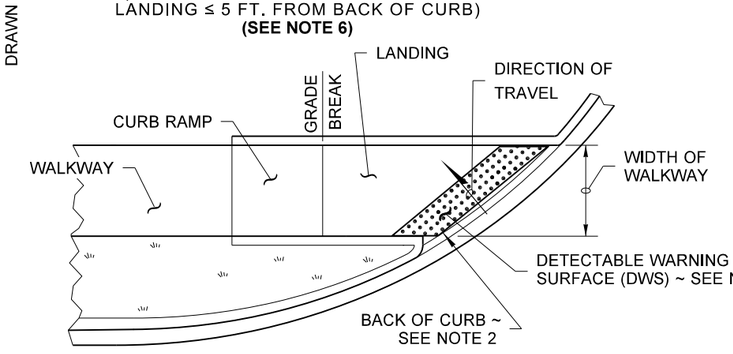

### PERPENDICULAR CURB RAMP
**(SEE NOTE 6)**



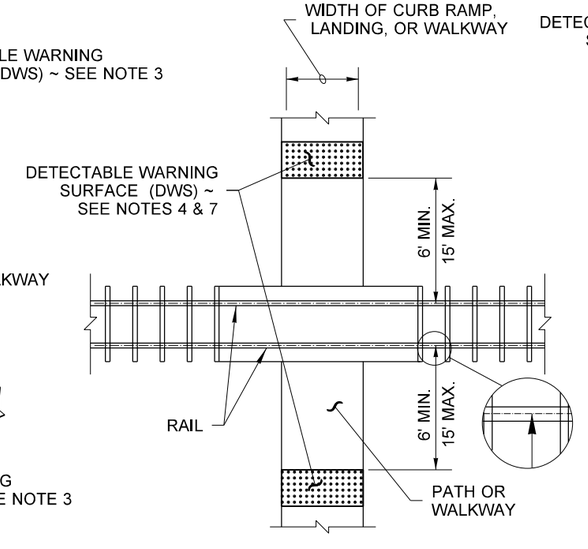

### ISLAND CUT-THROUGH



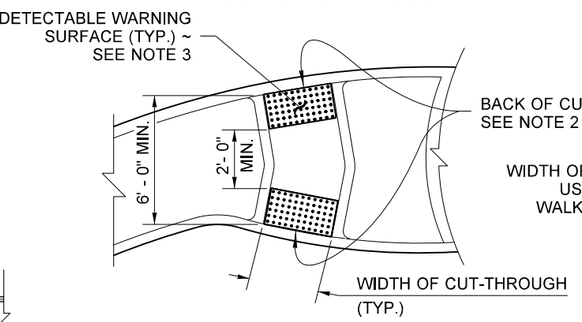

### MEDIAN CUT-THROUGH



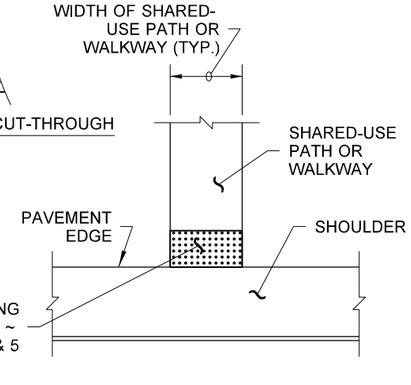

### PARALLEL CURB RAMP
**(SEE NOTE 6)**




### PEDESTRIAN RAILROAD CROSSING




### ROUNDABOUT SPLITTER ISLAND




### SHARED-USE PATH CONNECTION

### PLACEMENT GUIDELINES


# DETECTABLE WARNING SURFACE

# STANDARD PLAN F-45.10-02

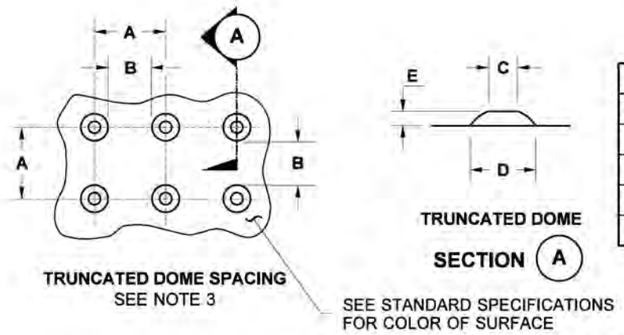
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

Washington State Department of Transportation

DRAWN BY: FERN LIDDELL

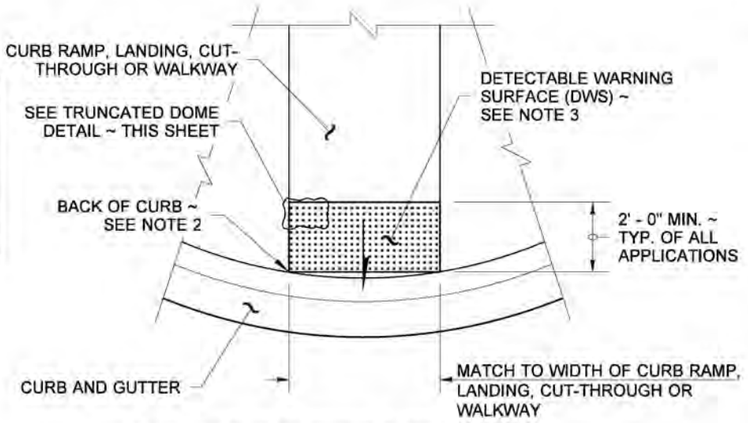




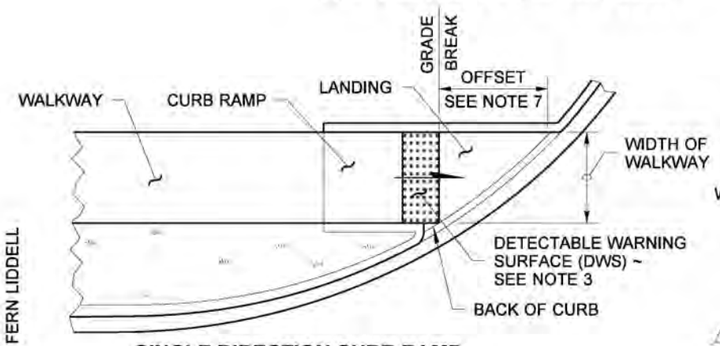


| | MIN. | MAX. |
|---|---|---|
| A | 1.60" | 2.40" |
| B | 0.65" | — |
| C | 0.45" | 0.90" |
| D | 0.9" | 1.40" |
| E | 0.2" | 0.2" |

## TRUNCATED DOME DETAILS




## DETECTABLE WARNING SURFACE DETAIL



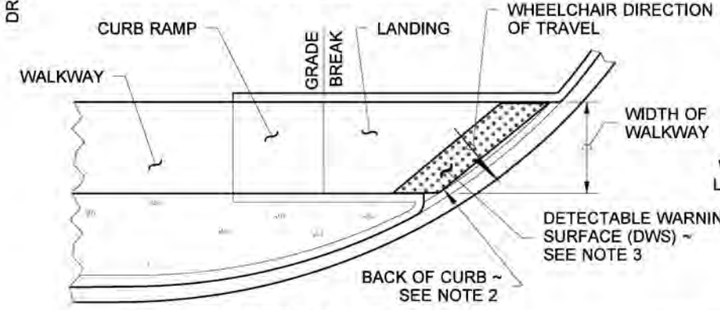

## SINGLE DIRECTION CURB RAMP
(GRADE BREAK BETWEEN CURB AND LANDING ≤ 5 FT. FROM BACK OF CURB)
**(SEE NOTE 5)**



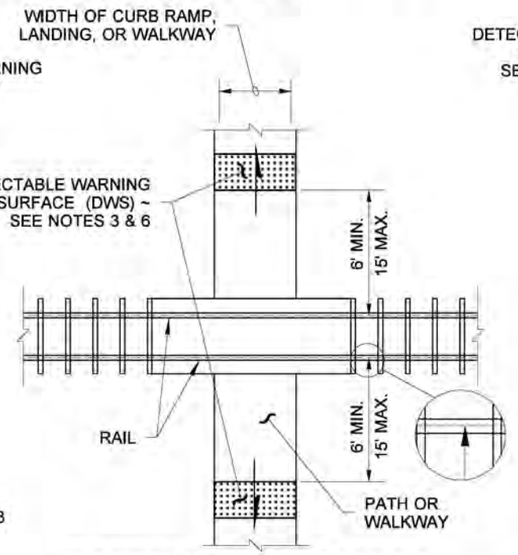

## PERPENDICULAR CURB RAMP
**(SEE NOTE 6)**



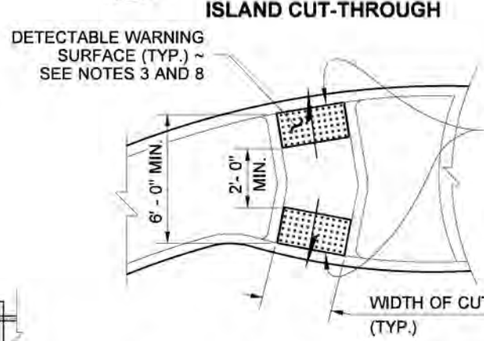

## ISLAND CUT-THROUGH




## SINGLE DIRECTION CURB RAMP
(GRADE BREAK BETWEEN CURB AND LANDING > 5 FT. FROM BACK OF CURB)
**(SEE NOTE 5)**




## PEDESTRIAN RAILROAD CROSSING




## ROUNDABOUT SPLITTER ISLAND

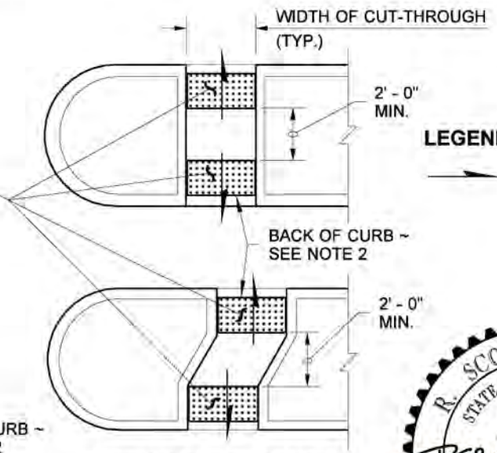



## PARALLEL CURB RAMP
**(SEE NOTE 6)**




## SHARED-USE PATH CONNECTION

## PLACEMENT GUIDELINES




**NOTES**

1. Permanent Detectable Warning Surfaces (DWS) shall extend the full width of the curb ramp, landing, or other roadway entrance as applicable. Exception: If the Manufacturer of the DWS requires a concrete border around the DWS, a variance of up to 2" (in) on each side of the DWS is permitted.
2. Permanent Detectable Warning Surfaces (DWS) shall be placed on a minimum 4" (in) thick concrete pad. The DWS panel shall be placed adjacent to the back of the curb and with no more than a 2" (in) gap between the DWS and the back of the curb measured at the center of the DWS panel. Exception: If the Manufacturer of the selected DWS requires a concrete border around the DWS, a variance of up to 2" (in) from the back of the curb is permitted (measured at the leading corners of the DWS panel).
3. The rows of truncated domes shall be aligned to be parallel to the direction of travel, and perpendicular to the grade break at the back of curb.
4. If curb and gutter are not present, such as a shared-use path connection, the Detectable Warning Surface shall be placed at the pavement edge.
5. See **Standard Plans** for sidewalk and curb ramp details.
6. If a curb ramp is required, the location of the Detectable Warning Surface must be at the bottom of the ramp and within the required distance from the rail crossing.
7. When the grade break between the curb ramp and the landing is less than or equal to 5 ft. from the back of curb at all points, place the Detectable Warning Surface on the bottom of the curb ramp directly above the grade break.
8. Glued or stick down Detectable Warning Surfaces are allowed only for temporary work zone applications.


Aug 30, 2021

# DETECTABLE WARNING SURFACE

## STANDARD PLAN F-45.10-03

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Aug 31, 2021

STATE DESIGN ENGINEER

Washington State Department of Transportation

DRAWN BY: FERN LIDDELL