

Set No. _____

Specifications, Proposal,
and Contract Documents for:

2024 Annual Replacement of Aging and Failing Infrastructure

CIP No. SDC0470024

Job No. 23-24-PW



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

**CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS**

**2024 Annual Replacement of Aging and Failing Infrastructure
CIP NO. SDC0470024
JOB NO. 23-24-PW**

Certificate of Engineer:

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



06/05/2024

Matthew J. Hough, P.E.
Project Manager, Principal

Approved for Construction:

A handwritten signature in blue ink that reads "Rod V Steitzer".

Rod Steitzer, P.E.
Capital Projects Manager



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INVITATION TO BID

INVITATION TO BID

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at 2:00 P.M., local time on June 27, 2024, for the project hereinafter referred to as:

**2024 Annual Replacement of Aging and Failing Infrastructure
CIP NO. SDC0470024
PROJECT JOB NO. 23-24-PW**

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

The work to be performed under these specifications consists of furnishing all labor, tools, materials, and equipment necessary for constructions of the **2024 Annual Replacement of Aging and Failing Infrastructure**. Specific work for the project includes, but is not limited to the replacement of existing public storm conveyance pipes using trenchless construction methods. The total estimated cost for the base project (Schedule A + Schedule B) is in the range of **\$385,000 to \$425,000** and the total, additional cost of a bid alternatives (Schedule C) is estimated to be within the range of **\$135,000 to \$150,000**.

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

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

Questions regarding this project shall be submitted in writing to Benjamin Mahony, EIT via email at BMahony@kirklandwa.gov. Questions via phone or email will not be accepted. Bidders shall submit questions no later than 12:00 A.M. (midnight) on June 20, 2024.

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

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

Published: Daily Journal of Commerce – June 12, 2024 and June 19, 2024

GENERAL INFORMATION, PROPOSAL, & CONTRACT



CITY OF KIRKLAND

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**CITY OF KIRKLAND
INFORMATION FOR BIDDERS**

Bidders must bid on all items contained in the proposal. The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

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

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

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

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

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

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

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

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

1. CONTRACT

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

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

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

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

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

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

**CITY OF KIRKLAND
BIDDER RESPONSIBILITY CRITERIA**

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

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

**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**



2024 ANNUAL REPLACEMENT OF AGING AND FAILING INFRASTRUCTURE

CIP NO. SDC0470024

JOB NO. 23-24-PW

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

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

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

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

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

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

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

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

MUST BE SUBMITTED WITH PROPOSAL

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

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

The undersigned bids and agrees to complete all construction of the **2024 Annual Replacement of Aging and Failing Infrastructure; JOB NO. 23-24-PW** for the following:

Total Computed Price – Schedule A, Base Bid (*in figures*): \$ _____
Total Computed Price – Schedule B, Base Bid (*in figures*): \$ _____
Washington State Sales Tax **10.3%** (*in figures*): \$ n/a, Included in Bid Items
Total Base Bid – Schedules A + B, no tax (*in figures*): \$ _____
Total Bid Alternative – Schedules C, no tax (*in words*): \$ _____

Note: The total amount of Schedules A and B shall be used in the determination of the award of the contract. The Owner, at their discretion, may choose to award the additive bid alternative Schedule C.

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

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

CONTRACTOR (Firm Name)

Location or Place Executed: (City, State)

By

Name and title of person signing

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

Date

MUST BE SUBMITTED WITH PROPOSAL

Washington State Contractor's
Registration Number

Contractor's Industrial Insurance
Account Number

Employment Security Identification
Number

Uniform Business Identification
(UBI) Number

Contractor's Address:

Telephone Number

Fax Number

EMAIL

** Bid proposal to be submitted in a **sealed envelope** marked "**Bid Enclosed**" for **2024 Annual Replacement of Aging and Failing Infrastructure, JOB NO. 23-24-PW.**

**CITY OF KIRKLAND
 BID SCHEDULE**

**2024 Annual Replacement of Aging and Failing Infrastructure
 JOB NO. 23-24-PW**

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

Item No.	Spec. Section	ITEM	QTY.	UNIT	UNIT PRICE	EXTENDED
Schedule A - Site 1 (Base Bid)						
A1	1-04	Minor Change	1	FA	\$ 10,000	\$ 10,000
A2	1-05.18	Record Drawings (minimum bid \$500)	1	LS		
A3	1-09	Mobilization	1	LS		
A4	1-10	Project Temporary Traffic Control	1	LS		
A5	SP 2-01	Tree Removal Incl. Haul	1	LS		
A6	SP 2-02	Remove Existing Catch Basin	1	EA		
A7	SP 2-02	Structure Excavation Class B Incl. Haul	47	CY		
A8	2-03	Gravel Borrow, Incl. Haul	43	CY		
A9	2-09	Shoring or Extra Excavation, Class B	1	LS		
A10	4-04	Crushed Surfacing Top Course	6	TON		
A11	SP 5-04	HMA for Pavement Repair, Class 1/2" PG , PG 58H-22	9	TON		
A12	SP 5-04	Pavement Repair Excavation Incl. Haul	8	SY		
A13	SP 7-04	Temporary Storm Sewer Bypass	1	LS		
A14	SP 7-05	Remove and Replace Structure Frame and Cover	4	EA		
A15	SP 7-05	Remove Flow Control Riser Assembly	1	EA		
A16	7-05	Catch Basin Type 2 - 48"	1	EA		
A17	SP 7-20	Pipe Bursting 12-inch Diam.	280	LF		
A18	SP 7-20	High-Density Polyethylene (HDPE) Pipe 18 In. Diam.	280	LF		
A19	8-01	Erosion/Water Pollution Control	1	LS		

MUST BE SUBMITTED WITH PROPOSAL

Item No.	Spec. Section	ITEM	QTY.	UNIT	UNIT PRICE	EXTENDED
Schedule A - Site 1 (Base Bid), continued						
A20	8-04	Cement Conc. Traffic Curb and Gutter	40	LF		
A21	8-14	Cement Conc. Sidewalk	10	SY		
A22	SP 8-02	Property Restoration	1	FA	\$ 10,000	\$ 10,000
Subtotal, Base Bid (Schedule A)						

Schedule B - Sites 2 and 3 (Base Bid)						
B1	1-04	Minor Change	1	FA	\$ 5,000	\$ 5,000
B2	1-05.18	Record Drawings (minimum bid \$500)	1	LS		
B3	1-09	Mobilization	1	LS		
B4	1-10	Project Temporary Traffic Control	1	LS		
B5	SP 2-02	Remove Existing Catch Basin	3	EA		
B6	SP 2-02	Structure Excavation Class B Incl. Haul	26	CY		
B7	2-03	Gravel Borrow, Incl. Haul	24	CY		
B8	2-09	Shoring or Extra Excavation, Class B	1	LS		
B9	SP 4-04	Crushed Surfacing Top Course	6	TON		
B10	SP 5-04	HMA for Pavement Repair, Class 1/2" PG , PG 58H-22	9	TON		
B11	SP 5-04	Pavement Repair Excavation Incl. Haul	8	SY		
B12	SP 7-04	Temporary Storm Sewer Bypass	1	LS		
B13	SP 7-05	Remove and Replace Structure Frame and Cover	3	EA		
B14	7-05	Catch Basin Type 1	2	EA		
B15	SP 7-21	CIPP 12-inch Diam.	200	LF		
B16	SP 7-21	CIPP 18-inch Diam.	200	LF		
B17	SP 7-21	Pipe Segment Patch or Replacement	1	FA	\$ 15,000	\$ 15,000
B18	8-01	Erosion/Water Pollution Control	1	LS		

MUST BE SUBMITTED WITH PROPOSAL

Item No.	Spec. Section	ITEM	QTY.	UNIT	UNIT PRICE	EXTENDED
Schedule B - Sites 2 and 3 (Base Bid), continued						
B19	8-04	Cement Conc. Traffic Curb and Gutter	36	LF		
B20	SP 8-02	Property Restoration	1	FA	\$ 3,000	\$ 3,000
Subtotal, Base Bid (Schedule B)						
Total, Base Bid (Schedule A + Schedule B)						

Item No.	Spec. Section	ITEM	QTY.	UNIT	UNIT PRICE	EXTENDED
Schedule C - Sites 4 and 5 (Bid Alternative)						
C1	1-04	Minor Change	1	FA	\$ 5,000	\$ 5,000
C2	1-05.18	Record Drawings (minimum bid \$500)	1	LS		
C4	1-09	Mobilization	1	LS		
C5	1-10	Project Temporary Traffic Control	1	LS		
C6	1-10	Off-duty Uniformed Police Officer	72	HR		
C7	SP 4-04	Crushed Surfacing Top Course	2	TON		
C8	SP 5-04	HMA for Pavement Repair, Class 1/2" PG , PG 58H-22	3	TON		
C9	SP 5-04	Pavement Repair Excavation Incl. Haul	3	SY		
C10	SP 7-20	Temporary Storm Sewer Bypass	1	LS		
C11	SP 7-05	Remove and Replace Structure Frame and Cover	1	EA		
C12	7-05	Catch Basin Type 1	1	EA		
C13	SP 7-21	Pipe Segment Patch or Replacement	1	FA	\$ 15,000	\$ 15,000
C14	SP 7-21	CIPP 12-inch Diam.	426	LF		
C15	8-01	Erosion/Water Pollution Control	1	LS		
C16	8-04	Cement Conc. Traffic Curb and Gutter	15	LF		
C17	SP 8-02	Property Restoration	1	FA	\$ 3,000	\$ 3,000
Total, Bid Alternative (Schedule C)						

**CITY OF KIRKLAND
BID DEPOSIT**

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

SIGN HERE _____

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

Contractor Name: _____ Contact: _____

Business Address: _____

Business phone: _____ Fax: _____

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

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

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

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

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

Bank reference(s): _____

Washington State Contractor Registration No.: _____

Uniform Business Identification No.: _____

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

Authorized Signature: _____

Print Name: _____ Title: _____

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

RCW 39.30.060 requires the following:

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

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

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

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

Each bidder shall submit a list of:

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

**CITY OF KIRKLAND
SUBCONTRACTOR IDENTIFICATION LIST**

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

Proposed Subcontractors and items of work to be performed:

Subcontractor Name: _____

Item Numbers: _____

Subcontractor Name: _____

Item Numbers: _____

Subcontractor Name: _____

Item Numbers: _____

Subcontractor Name: _____

Item Numbers: _____

- make additional pages if necessary -

Work to be performed by Prime Contractor:

Item Numbers: _____

**CITY OF KIRKLAND
BIDDER'S CHECKLIST**

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

CONTRACT

INFORMATION ONLY

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



CITY OF KIRKLAND

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**CITY OF KIRKLAND
PUBLIC WORKS AGREEMENT**

Version:063020

2024 Annual Replacement of Aging and Failing Infrastructure

JOB NO. 23-24-PW

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

WITNESSETH:

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

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

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: **"2024 Annual Replacement of Aging and Failing Infrastructure, Job No. 23-24-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)
)
COUNTY OF KING) SS
)

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: _____
Tracey Dunlap, Deputy City Manager



PERFORMANCE BOND

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

Bond No. _____

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

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **2024 Annual Replacement of Aging and Failing Infrastructure, Job No. 23-24-PW**, which is hereby made a part of this bond as if fully set forth herein;

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

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

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

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

Signed this _____ day of _____, 2____.

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

City/Zip: _____ City/Zip: _____

Telephone: () _____ Telephone: () _____

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



LABOR, MATERIAL AND TAXES PAYMENT BOND

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

Bond No. _____

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

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **2024 Annual Replacement of Aging and Failing Infrastructure, Job No 23-24-PW**, which contract is by this reference made a part hereof;

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

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

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

(Form continues on next page)

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

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

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

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

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

END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM

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

2024 ANNUAL REPLACEMENT OF AGING AND FAILING INFRASTRUCTURE

JOB NO. 23-24-PW

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

Select

One

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

- (2) Retainage Bond

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

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

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

CONTRACTOR:

Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

RETAINAGE BOND
RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED

Contract Title	_____
Contract Number	_____
Contractor Name	_____

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

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

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

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

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

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

PROVIDED HOWEVER, that:

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

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

SURETY

PRINICIPAL

By: _____
 Name/Title

By: _____
 Name/Title

OF: _____

OF: _____

Surety Name and Local Office of Agent: _____

Surety Address and Phone of Local Office and Agent: _____

CITY OF KIRKLAND RETAINED PERCENTAGE ESCROW AGREEMENT

2024 ANNUAL REPLACEMENT OF AGING AND FAILING INFRASTRUCTURE

JOB NO. 23-24-PW

Escrow No. _____

City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

Contractor: _____

Address: _____

Project Description: _____

TO: Escrow Bank or Trust Company:

Name: _____

Address: _____

Attention: _____

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

INSTRUCTIONS

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

and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.

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

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

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

5. This agreement shall not be binding until executed by the Contractor and the City of Kirkland and accepted by you.

6. This instrument contains the entire agreement between you, the Contractor and the City of Kirkland, with respect to this escrow and you are not a part nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever, except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the parties hereto.

8. The Contractor's Federal Income Tax Identification number is _____.

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

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

CONTRACTOR:

CITY OF KIRKLAND:

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Title

Title

Address: _____

123 Fifth Avenue
Kirkland, Washington 98033

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

ESCROW BANK OR TRUST CO:

By: _____
Authorized Signature

Print or Type Name

Title

Securities Authorized by City of Kirkland (select one):

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

RETURN THIS SIGNED AGREEMENT TO:

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

CITY OF KIRKLAND RETAINAGE RELEASE REQUIREMENTS

DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

1. Intent to Pay Prevailing Wage (Contractor must 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)

GENERAL SPECIAL PROVISIONS

SPECIAL PROVISIONS

Supplement to

2024

**WSDOT Standard
Specifications**





City of Kirkland
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City of Kirkland Special Provisions

INTRODUCTION

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2024 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 2024 Annual Replacement of Aging and Failing Infrastructure, Job No. 23-24-PW contract documents.

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

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

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

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

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

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

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any

- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition
- City of Kirkland Public Works Department Pre-Approved Plans and Policies, current year edition.

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

DIVISION 1

DIVISION 1 - GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This contract provides for the replacement of existing public storm conveyance pipes and all related Work, all in accordance with the Contract Plans, these Contract Special Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

(January 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.

(January 1, 2016 COK GSP)

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

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

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

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

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

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

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

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

(June 27, 2011 APWA GSP)

1-02.2 Plans and Specifications

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Special Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

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

(December 30, 2022 APWA GSP Option A)

1-02.4(1) General

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

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

(March 8, 2013 APWA GSP)

1-02.4(2) Subsurface Information

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

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

(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.

(January 1, 2024 APWA GSP Option B)

1-02.6 Preparation of Proposal

Supplement the second paragraph with the following:

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

(January 4, 2024 APWA GSP, Option B)

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

DBE DOCUMENT SUBMITTAL REQUIREMENTS

General

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

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation (if applicable)
- DBE Bid Item Breakdown (WSDOT 272-054)

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

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

Supplemental bid information submitted after the proposal submittal but within 48 hours of the time and date the proposal is due, shall be submitted as follows:

1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
2. By e-mail to the following e-mail address: BMahony@kirklandwa.gov

DBE Utilization Certification (WSDOT Form 272-056)

The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

DBE Written Confirmation (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)

The DBE Written Confirmation Documents and/or GFE Documents are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit Written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE as required by Section 1-02.6.

DBE Bid Item Breakdown (WSDOT form 272-054)

The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. The successful Bidder shall submit a completed DBE Bid Item Breakdown, however, minor errors and corrections to DBE Bid Item Breakdown will be returned for correction for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays) DBE Bid Item Breakdown that are still incorrect after the correction period will be determined to be non-responsive.

The DBE Bid Item Breakdown will not be included as part of the executed Contract.

(July 23, 2015 APWA GSP)

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals
(January 4, 2024 APWA GSP)

Delete this section and replace it with the following:

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

2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;

- f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- g. If Proposal form entries are not made in ink.

(May 17, 2018 APWA GSP, Option B)

1-02.14 Disqualification of Bidders

Delete this section and replace it with the following:

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

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

1. **Delinquent State Taxes**

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

2. **Federal Debarment**

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

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

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

4. **Claims Against Retainage and Bonds**

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

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

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

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

7. **Lawsuits**

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

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

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

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

determined to be not responsible has received the Contracting Agency's final determination.

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

(December 30, 2022 APWA GSP)

1-02.15 Pre Award Information

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

(December 30, 2022 APWA GSP)

1-03.1 Consideration of Bids

Revise this section to read:

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

a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

(*****)

1-03.2 Award of Contract

This section is supplemented with the following:

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

The bidder shall submit price on each and every item of work included in the base bid and alternative bid.

The contract shall be awarded to the lowest responsible bidder based on the base bid amount. Subject to funding and the best interests of the City, the City may elect to award the additive alternative schedule(s) together with the base bid.

1-03.3 Execution of Contract ***(January 4, 2024 APWA GSP Option B)***

Revise this section to read:

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

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

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

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

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

(January 1, 2016 COK GSP)

1-03.4 Contract Bond

Revise the first paragraph to read:

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

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

(December 30, 2022 APWA GSP)

1-03.7 Judicial Review

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted

under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

(April 25, 2019 COK GSP; may not be used on FHWA-funded projects; note optional/conditional nature of use for other City projects)

Add new Section 1-03.8.

1-03.8 Escrow Bid Document Preservation

Scope and Purpose

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

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

Definition: Bid Documentation

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

Submittal of Bid Documentation

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

Affidavit

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

Verification

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

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

Supplementation

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

Duration and Use

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

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

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

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

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

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

Remedies for Refusal or Failure to Provide Bid Documentation

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

Confidentiality of Bid Documentation

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

Cost and Escrow Instructions

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

1-04 SCOPE OF THE WORK

(January 1, 2016 COK GSP)

1-04.1 Intent of the Contract

Section 1-04.1 is supplemented with the following:

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

(December 30, 2022 APWA GSP)

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

Revise the second paragraph to read:

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

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

(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 \$10,000.00 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.

(July 23, 2015 APWA GSP, Option B)

1-04.6 Variation in Estimated Quantities

Revise the first paragraph to read:

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

(January 1, 2016 COK GSP)

1-04.11 Final Cleanup

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

The Contractor shall perform final cleanup as provided in this Section. The Engineer will not establish the Physical Completion Date until this is done. All public and private property the Contractor occupied to do the Work, including but not limited to the Street Right of Way,

material sites, borrow and waste sites, and construction staging area shall be left neat and presentable. Immediately after completion of the Work, the Contractor shall cleanup and remove all refuse and unused materials of any kind resulting from the Work. Failure to do the final cleanup may result in the final cleanup being done by the Owner and the cost thereof charged to the Contractor and deducted from the Contractor's final progress estimate.

The Contractor shall:

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

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

(January 27, 2021 COK GSP)

Add new Section 1-04.12.

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

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

1-05 CONTROL OF WORK

(January 27, 2021 COK GSP)

1-05.1 Authority of the Engineer

Section 1-05.1 is supplemented with the following:

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

(January 1, 2020 COK GSP)

1-05.4 Conformity with and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

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

(January 1, 2016 COK GSP)

Add new Section 1-05.4(1).

1-05.4(1) Roadway and Utility Surveys

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

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

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

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

1. Construction centerline or an offset to construction centerline shall be staked at all angle points and 100-foot intervals on tangents.
2. Offset stakes of JUT Centerline at all angle points and at 50-foot intervals on tangents
 - a. Cut/fill shall reference the elevations of the lowest conduit.
 - b. Offset shall reference the location of the center of trench and list the width of the trench section.

3. Offset stakes of all structure control/location points shown on the undergrounding Plans.
 - a. Each vault, handhold, and junction box shall have a 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	+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)
Sidewalk and Curb Ramp Elevations	+0.01 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)

Add new Section 1-05.4(2).

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.

(January 4, 2024 APWA GSP)

1-05.15 Method of Serving Notices

Revise the second paragraph to read:

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

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

(March 8, 2013 APWA GSP)

Add new Section 1-05.18.

1-05.18 Record Drawings

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

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

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

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

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

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

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

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot

As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

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

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

Payment will be made for the following bid item:

Record Drawings (minimum bid \$_____)	Lump Sum
---------------------------------------	----------

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

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

(November 19, 2019 COK GSP; may not be used on FHWA-funded projects; note optional/conditional nature of use for other City projects)

Add new Section 1-05.19.

1-05.19 Daily Construction Report

The Contractor and Subcontractors shall maintain daily, a Daily Construction Report of the Work. The Diary must be kept and maintained by Contractor's designated project

superintendent(s). Entries must be made on a daily basis and must accurately represent all of the project activities on each day. Contractor shall provide signed copies of diary sheets from the previous week to Engineer at each Weekly Coordination Meeting.

Every single diary sheet/page must have:

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

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

1. Day and date.
2. Weather conditions, including changes throughout the day.
3. Complete description of work accomplished during the day, with adequate references to the Plans and Contract Provisions so the reader can easily and accurately identify said work on the Plans. Identify location/description of photographs or videos taken that day.
4. Each and every changed condition, dispute or potential dispute, incident, accident, or occurrence of any nature whatsoever which might affect Contractor, Contracting Agency, or any third party in any manner. This shall be provided on a separate page for other information.
5. List all materials received and stored on- or off-site by Contractor that day for future installation, including the manner of storage and protection of the same.
6. List materials installed that day.
7. List all Subcontractors working on-site that day.
8. List the number of Contractor's employees working during each day, by category of employment.
9. List Contractor's equipment on the site that day; showing which were in use, and which idle.
10. Notations to explain inspections, testing, stake-out, and all other services furnished by Contracting Agency or other party during the day.
11. Verify the daily (including non-work days) inspection and maintenance of traffic control devices and condition of the traveled roadway surfaces.
12. Any other information that serves to give an accurate and complete record of the nature, quantity, and quality of Contractor's progress on each day.
13. Add; Officials and visitors onsite
14. Change Orders
15. Occurrence of testing, staking or special inspections

It is expressly agreed between Contractor and Contracting Agency that the Daily Diary maintained by Contractor shall be the "Contractor's Book of Original Entry" for the

documentation of any potential claims or disputes that might arise during this Contract. Failure of Contractor to maintain this Diary in the manner described above will constitute a waiver of any such claims or disputes by Contractor.

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

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

1-06 CONTROL OF MATERIAL

(January 1, 2016 COK GSP)

1-06.1 Approval of Materials Prior to Use

Section 1-06.1 is supplemented as follows:

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

(February 17, 2022 COK GSP)

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

Revise the first paragraph to read:

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

(January 4, 2016 APWA GSP)

1-06.6 Recycled Materials

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

(January 1, 2021 COK GSP)

1-07.1 Laws to Be Observed

Section 1-07.1 is supplemented with the following:

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

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

Compliance with Laws

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

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

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply

continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

(January 1, 2016 COK GSP)

Supplement this section with the following:

Contractor's Safety Responsibilities

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

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

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

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

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

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

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

(June 27, 2011 APWA GSP)

1-07.2 State Taxes

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

1-07.2 State Sales Tax

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

(January 1, 2021 COK GSP)

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

Supplement this section with the following:

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

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

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

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

(January 1, 2021 COK GSP)

1-07.5(3) State Department of Ecology

Supplement this section with the following:

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

CSWGP Permit Number (if issued): **None required.**

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

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

Revise the paragraph 6 to read:

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

Revise the paragraph 8 to read:

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

(January 1, 2021 COK GSP)

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

Delete this section and replace it with the following:

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

(January 1, 2021 COK GSP)

1-07.6 Permits and Licenses

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

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

Supplement second paragraph of this section with the following:

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

(January 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).

(July 18, 2016 APWA GSP, Option C)

1-07.11 Requirements for Nondiscrimination

Supplement this section with the following:

Voluntary Minority, Small, Veteran and Women's Business Enterprise (MSVWBE) Participation

General Statement

Voluntary goals for minority, small, veteran and women business enterprises are included in this Contract. The Contractor is encouraged to utilize MSVWBEs in accordance with these Specifications, RCW 39.19 and Executive Order 13-01 (issued by the Governor of Washington on May 10, 2013).

No preference will be included in the evaluation of the Contractor’s Proposal or Bid; no minimum level of MSVWBE participation is required as a condition of award or completion of the Contract; and a Proposal or Bid will not be rejected or considered non-responsive on that basis.

The goals are voluntary and outreach efforts to provide MSVWBEs maximum practicable opportunities are encouraged.

Non-Discrimination

Contractors shall not create barriers to open and fair opportunities for all businesses, including MSVWBEs, to participate in the Work on this Contract. This includes the opportunity to compete for subcontracts as sources of supplies, equipment, construction or services.

The Contractor shall make Voluntary MSVWBE Participation a part of all subcontracts and agreements entered into as a result of this Contract.

Voluntary MSVWBE Participation Goals

Goals for voluntary MSVWBE participation have been established as a percentage of Contractor’s total Bid amount.

The Contracting Agency has established the following voluntary goals:

Minority	10%
Small	5%
Veteran	5%
Women	6%

Amounts paid to an MSVWBE will be credited to every voluntary goal in which they are eligible. In other words participation may be credited for participation in more than one category. If the Contractor is a MSVWBE their Work will be credited to the voluntary goals in which they are eligible.

Definitions

Minority Business Enterprise (MBE) – A minority owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women’s Business Enterprises.

Small Business – A business meeting the Washington State requirements for a “Small business”, “Minibusines” or “Microbusiness as defined in RCW 39.26.010 and included on the WSDOT Office of Equal Opportunity list of Small Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

Veteran Business – A veteran owned business meeting the requirements of RCW 43.60A.010 and included on the WSDOT Office of Equal Opportunity list of Veteran Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

Women Business Enterprise (WBE) – A women owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women’s Business Enterprises.

MSVWBE Inclusion Plan

A MSVWBE Inclusion Plan shall be submitted to the Engineer prior to the start of Work on the project. The plan is submitted for the Contracting Agency’s information. Approval of the plan is not required; an incomplete plan will be returned for correction and resubmittal. The plan shall include the information identified in the guidelines at <http://www.wsdot.wa.gov/EqualOpportunity/MSVWBE.htm>.

MSVWBE Reporting

An end of project Report of Amounts Paid to MSVWBEs shall be submitted to the Engineer after Physical Completion of the Contract. The end of project report is due 20 calendar days after the physical completion of the project has been issued.

The end of project report shall include payments to all eligible businesses regardless of their listing on the MSVWBE Inclusion Plan. If the Contractor is a MSVWBE the amounts paid by the Contracting Agency for Work performed by the Contractor shall also be reported.

MSVWBE Payment

All costs for implementation of the requirements for Voluntary MSVWBE Participation shall be included in the associated items of Contract Work.

(January 1, 2016 COK GSP)

1-07.14 Responsibility for Damage

Section 1-07.14 is supplemented with the following:

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

1-07.15 Temporary Water Pollution/Erosion Control

(January 10, 2019 COK GSP)

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

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

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

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

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

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

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

1-07.16 Protection and Restoration of Property

(January 1, 2016 COK GSP)

1-07.16(3) Fences, Mailboxes, Incidentals

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

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

(January 1, 2020 COK GSP)

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

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

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

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

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

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

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

Utility	Agency/Company	Address	Contact	Phone
Water/Sewer	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Tom Chriest	(425) 587-3900
Storm Drainage	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Jason Osborn	(425) 587-3900
Water / Sewer (North area of Kirkland)	Northshore Utility District	6380 NE 185th St Kenmore, WA 98028	George Matote Kelly Nesbitt	(425) 398-4400 (425) 521-3750
Street	City of Kirkland	123 Fifth Avenue Kirkland, WA 98033	Ryan Fowler Micah Stansberry	(425) 587-3900
Natural Gas	Puget Sound Energy	P.O. Box 97034 EST-11W Bellevue, WA 98009-9734	Kiara Skye	(425) 213-9205
Electric	Puget Sound Energy	35131 SE Center St Snoqualmie, WA 98065	Kiara Skye	(425) 213-9205
Telephone/ FIOS	Zipty Fiber	P.O. Box 1127 Everett, WA 98206	Cheryl Schneider	(425) 949-0230
FIOS	Astrobound/Wave Broadband		Richard Hays	(360) 631-4134
FIOS	CenturyLink/Lumen	22817 SE Issaquah-Fall City Rd, WA, 98027	Kayvan Fassnacht	(425) 213-9378
FIOS	Zayo	22651 83 rd Ave. S. Kent, WA 98032	Rusty Perdieu	(706) 889-6967
Cable Television	Comcast	1525 - 75th St SW, Suite 200 Everett, WA 98203	Chris Combs	(425) 273-7832
Network	Verizon/MCI	11311 NE 120 th St Kirkland, WA 98034	Brad Landis Scott Christenson	(425) 201-0901 (425) 471-1079

School District Transportation	Lake Washington School District	15212 NE 95th St Redmond, WA 98052	Jeff Miles	(425) 936-1120
Transit	King County METRO	MS SVQ-TR-0100 1270 6th Ave S Seattle, WA 98134	David Freeman	(206) 477-1140 (206) 477-0438
Water (Northeast area of Kirkland)	Woodinville Water District	17238 NE Woodinville Duvall Road, Woodinville, WA 98072	Ken McDowell	(425) 487-4104
Olympic Pipeline	BP		Kenneth Metcalf Joseph Stone	(425) 981-2575 (425) 981-2506
Water (along 132 nd Ave NE)	Seattle Public Utilities		Mike Freeman	(206) 684-8117

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

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

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

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

Other Notifications

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

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

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

Survey Monuments: When proposed pavement removal is close to existing survey monumentation, or proposed pavement removal includes existing survey monumentation,

the Contractor shall provide a minimum 4 Working Days advance notice to the Engineer to allow survey crews to tie the monument out and reset the monument after pavement installation.

(January 1, 2016 COK GSP)

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

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

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

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

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

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
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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 1, 2016 COK GSP)

1-07.23 Public Convenience and Safety

Section 1-07.23 is supplemented with the following:

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

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

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

responsible for notifying the affected property owners 24 hours in advance of scheduled interruptions to access.

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

Pedestrian Control and Protection

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

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

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

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

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

(July 23, 2015 APWA GSP)

1-07.24 Rights-of-Way

Delete this section and replace it with the following:

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

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

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement

agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

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

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

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

(January 1, 2021 COK GSP)

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

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

PROPERTY RELEASE

(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; may not be used on FHWA-funded projects)

Add new Section 1-08.0(2).

1-08.0(2) Hours of Work

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

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

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

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

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

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

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

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

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

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

Arterial Streets

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

STREET	FROM	TO
Central Way/NE 85th St	Market St	132nd Ave NE
Juanita Dr NE /NE Juanita Dr	NE 143 rd St (City Limits)	98th Ave NE

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

(December 30, 2022 APWA GSP, Option A)
1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every subcontractor and lower tier subcontractor's retainage has been released.

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

(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.

(December 30, 2022 APWA GSP)

1-08.3(2)A Type A Progress Schedule

Revise this section to read:

The Contractor shall submit one copy of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard

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

(July 23, 2015 APWA GSP)

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work

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

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

(December 30, 2022 APWA GSP, Option B)

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

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

ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports 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. Property owner releases per Section 1-07.24

(January 1, 2016 COK GSP)

Section 1-08.5 is supplemented with the following:

This project shall be substantially completed in its entirety within **40 (forty)** working days.

(March 3, 2021 APWA GSP, Option B)

1-08.9 Liquidated Damages

Revise the second and third paragraphs to read:

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 due to the Contractor.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

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

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, 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

(December 30, 2022 APWA GSP, Option 2)

1-09.2(1) General Requirements for Weighing Equipment

Revise item 4 of the fifth paragraph to read:

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

(January 1, 2016 COK GSP)

1-09.2(1) General Requirements for Weighing Equipment

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

Trucks and Tickets

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

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

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

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

(December 30, 2022 APWA GSP)

1-09.2(5) Measurement

Revise the first paragraph to read:

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

(December 30, 2022 APWA GSP)

1-09.6 Force Account

Supplement this section with the following:

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

(December 30, 2022 APWA GSP)

1-09.7 Mobilization

Delete this Section and replace it with the following:

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

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

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

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5

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

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

(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.

(December 30, 2022 APWA GSP)

1-09.9 Payments

Section 1-09.9 is revised to read:

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

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

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

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

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

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

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

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

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

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

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

responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

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

(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.

(December 30, 2022 APWA GSP)

1-09.11(3) Time Limitation and Jurisdiction

Revise this section to read:

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

(January 19, 2022 APWA GSP)

1-09.13(1) General

Revise this section to read:

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

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

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

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

1-09.13 Claims Resolution

(February 1, 2021 COK GSP) Option B

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

Delete this Section and replace it with the following:

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

(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.

(December 30, 2022 APWA GSP)

1-09.13 (4) Venue for Litigation

Revise this section to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

(January 1, 2016 COK GSP)

1-10.2 Traffic Control Management

1-10.2(2) Traffic Control Plans

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

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

(May 16, 2006 COK GSP)

1-10.3 Traffic Control Labor, Procedures, and Devices

1-10.3(1)B Other Traffic Control Labor

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

Off Duty Police

When construction activities occur at or near a signalized intersection, the Contractor shall provide an off-duty uniformed police officer to control the flow of traffic through the intersection. It is the Contractor's responsibility to coordinate the scheduling of the Uniformed Police Officer (UPO).

(April 18, 2018 COK GSP)

1-10.3(3)C Portable Changeable Message Sign

Supplement this section with the following:

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

1-10.4 Measurement

(May 16, 2006 COK GSP)

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

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

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

1-10.5 Payment

(December 30, 2022 APWA GSP)

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

Revise the pay item name to read:

"Project Temporary Traffic Control, lump sum.

(May 16, 2006 COK GSP)

1-10.5(2) Item Bids with Lump Sum for Incidentals

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

“Off-duty Uniformed Police Officer”, per hour.

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

(May 16, 2006 COK GSP)

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

Supplement this Section with the following:

“Off-duty Uniformed Police Officer”, per hour.

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

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

“Project Temporary Traffic Control”, lump sum.

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

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

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

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

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

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

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

END OF DIVISION 1

DIVISION 2

DIVISION 2 – EARTHWORK

2-01 Clearing, Grubbing, and Roadside Cleanup

(*****)

2-01.3(1) Clearing

This Section is supplemented with the following:

8. Removal of tree(s) shall only occur where shown on Plan and/or when Engineer authorizes and deems necessary to complete work for other project elements. Tree removal shall be performed in a manner that does not damage overhead and buried utilities and minimizes disturbance to existing surface improvements. The Contractor shall coordinate tree removal activities with the affected utility companies, including meeting all applicable requirements.

9. Tree removal work on private property requires and shall include replacement of removed trees with planting of a new tree on the same property. The size and species of replacement trees and the location where the replacement tree shall be placed will be determined by Engineer based on coordination with the property owner either prior to or during the initial phases of construction.

10. Replacement tree species shall be selected from the City's approved tree list and shall be of a size typical and suitable for establishment with limited maintenance and resources by the property owner. Replacement trees shall be of a size of not less than 2-inch caliper or 6-inch height at the time of installation.

(*****)

2-01.3(2) Grubbing

This Section is supplemented with the following:

3. Stumps resulting from the removal of tree(s) shall have their extents removed below finished grade by grinding. The Contractor shall grind stumps to a minimum of 6 inches below either the existing or final ground surface elevation, whichever is lower. The Contractor shall coordinate stump removal activities with the affected utility companies, including meeting all applicable requirements.

(*****)

2-01.4 Measurement

This Section is supplemented with the following:

“Tree Removal Incl. Haul” shall be measured as a lump sum for all trees identified for removal in the Plans. The lump sum measurement for “Tree Removal Incl. Haul” shall include all labor, materials, equipment necessary to complete limbing and cutting of the tree; grubbing efforts to remove stump; haul and dispose of all tree and stump pieces and all other debris resulting from tree removal; procurement and installation of replacement trees;

and all incidental work to restore the property to pre-construction condition or better including backfill, topsoil, and seed cover of disturbed areas.

(*****)

2-01.5 Payment

This Section is supplemented with the following:

“Tree Removal Incl. Haul”, per lump sum.

The lump sum amount bid for “Tree Removal Incl. Haul” shall be full payment for removal of trees, planting of replacement trees, and restoration of landscape areas disturbed by tree removal efforts including all labor, materials, equipment necessary to complete limbing and cutting of the tree; grubbing efforts to remove stump; haul and dispose of all tree and stump pieces and all other debris resulting from tree removal; procurement and installation of replacement trees; and all incidental work to restore the property to pre-construction condition or better including backfill, topsoil, and seed cover of disturbed areas..

2-02 Removal of Structures and Obstructions

(*****)

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

This section shall be supplemented with the following:

The work to excavate, haul, and dispose of existing pavement, sidewalks, curbs, and gutters required to be removed and replaced due to the excavation of pits noted on the plans shall be incidental to and included in the unit bid price for Structure Excavation Class B Including Haul, per the provisions of Section 2-09.

(*****)

2-02.3(4) Removal of Drainage Structure Frame and Cover

This section is added in its entirety:

The Contractor shall perform all work associated with the excavation, removal, and disposal of the existing structure’s frame and cover where Plans or Engineer directs removal and replacement per the specified work description, measurement, and payment provisions in Section 7-05.

END OF DIVISION 2

DIVISION 3

DIVISION 3 – AGGREGATE PRODUCTION AND ACCEPTANCE

No Division 3 Special Provisions.

END OF DIVISION 3

DIVISION 4

DIVISION 4 – BASES

No Division 4 Special Provisions.

END OF DIVISION 4

DIVISION 5

DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS

(July 18, 2018 APWA GSP)

Delete Section 5-04 and all amendments, except for the project specific ones above, and replace it with the following Section 5-04:

5-04 Hot Mix Asphalt

5-04.1 Description

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

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

(*****)

5-04.1 Description

This section shall be supplemented with the following paragraph:

Work shall include sawcut, excavation, and haul of existing HMA pavement sections and subbase materials removed for pavement repair.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the

Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

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

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

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

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

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

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

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

5-04.2(1)A Vacant

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

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

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

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

Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

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

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

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

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

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

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

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

5-04.3(2) Paving Under Traffic

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

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

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

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

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

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.
 - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

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

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the 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 other-wise required by the contract.

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

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the

aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

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

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

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

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

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks 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.

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

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

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until

complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

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

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

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

5-04.3(7) Spreading and Finishing

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

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

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

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

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

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

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

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

For Aggregates in the mixture:

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

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation

1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
- a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

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

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

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

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

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

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

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

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

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

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

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

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

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

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

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

5-04.3(9)C5 Vacant

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

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

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

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

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

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

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

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The

Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

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

5-04.3(10) HMA Compaction Acceptance

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

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

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

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

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

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

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

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

Test Results

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

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

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

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

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

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

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

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

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

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

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

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

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

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

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

5-04.3(11)B Rejection by Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

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

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

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

5-04.3(12)B2 Paved Panel Joint Seal

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

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

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should such metal be identified, promptly notify the Engineer.

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

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

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

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, unless otherwise specified by the Contract Documents or approved by the Engineer in writing, the Contractor shall comply with the following:

1. Intersections:
 - a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as

appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

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

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

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

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

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

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

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

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

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

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

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

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

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

1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

- c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

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

5-04.3(16) HMA Road Approaches

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

5.04.4 Measurement

HMA 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.

(*****)

This section shall be supplemented with the following:

“Pavement repair excavation incl haul” will be measured by the square yard of pavement section removed to facilitate pavement repair not otherwise accommodated by the provisions of section 2-02. The measurement shall include all labor, equipment, and incidental items necessary to fully sawcut, excavate, remove, and haul and dispose offsite the removed pavement materials including any rock base or subbase materials.

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

(*****)

5.04.5 Payment

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

“HMA Cl. ___ PG ___”, per ton.

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

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

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

The unit Contract price for “Pavement Repair Excavation Incl. Haul”, per square yard shall be full payment for all costs incurred to perform the Work.

“Temporary Pavement Marking”, per linear foot.

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

END OF DIVISION 5

DIVISION 6

DIVISION 6 – STRUCTURES

No Division 6 Special Provisions.

END OF DIVISION 6

DIVISION 7

DIVISION 7 – DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWER

COK GSP (From 12/20/2018 file)

7-04 Storm Sewers

7-04.2 Materials

The materials list in Section 7-04.2 is modified as follows:

Acceptable pipe materials within City of Kirkland right-of-way are:

Solid Wall PVC Storm Sewer Pipe	9-05.12(1)
PVC Pressure Pipe	9-30.1(5)
Ductile Iron Pipe	9-30.1
High-Density Polyethylene (HDPE) Pipe	9-05.23

7-04.3 Construction Requirements

(*****)

Section 7-04.3(1) is supplemented with the following:

7-04.3(1) Cleaning and Testing

Cleaning and testing of the storm sewer system is required prior to placing the new section into service and shall be incidental to the storm sewer pipe and structures, unless otherwise specified under bid items herewith. Such tests shall be conducted in accordance with the reference material specification for the material being used. Tests on the completed installation shall be made as specified below.

(*****)

Add the following new Sub-Sections:

7-04.3(2) Existing Utilities

Existing utilities of record are shown on the Plans. These are shown for convenience only, and the Engineer assumes no responsibility for improper locations or failure to show utility locations on the Plans. When utility services occupy the same space as the new storm sewer main, the Contractor shall complete necessary excavation to fully expose such services. The Contractor shall protect said services, and work around them during excavating and pipe laying operations. Any damages to services resulting from the Contractor's operation shall be reported to the appropriate utility. Such damage shall be repaired at the Contractor's expense.

The Contractor shall anticipate the potential for crossing over or under an occasional shallow existing side sewers and roof drains that are not part of the one-call utility locate. If such a side sewer or drain is encountered, the Contractor shall immediately notify the Owner's on-site representative and then take the necessary steps to determine whether or not the side sewer is active. If a side sewer is damaged by construction activity, the Contractor is responsible for repairing the side sewer. All costs associated with determining the viability and repair of the existing side sewer shall be considered incidental to the cost of the storm sewer pipe and no additional payment will be made.

7-04.3(2)A Potholing

The Contractor shall pothole to determine the exact horizontal and vertical location of existing utilities and determine if a conflict exists. If a conflict should exist, the Engineer shall be notified prior to any change in storm sewer line grade. All costs associated with adjustments in depth to avoid conflicts with existing utilities shall be considered incidental to the cost of the storm sewer pipe and no additional payment will be made.

The Engineer shall approve the potholing prior to the Contractor performing the potholing. Potholing done without prior to approval from the Engineer will not be paid. See Section 8-05 herein for potholing measurement and payment.

7-04.3(3) Bypass Systems

The Contractor shall convey drainage, surface water, and groundwater flows around or through the work area, as needed, by means of a bypass system.

The Contractor shall design, acquire, install, maintain, operate, repair, relocate, and shall subsequently remove all components of the bypass system. The bypass system must be in-place and ready for operation before a work begins unless otherwise approved by Engineer.

The bypass system, when required, shall consist of pumping or diverting pipeline flows until completion of the pipeline rehabilitation. The Contractor shall design, furnish, install, and maintain all aspects of the bypass system, including power, primary and standby pumps, appurtenances and bypass piping necessary to maintain existing flows and services. The bypass system shall include an emergency response plan to be followed in the event of a failure of the bypass system. Bypassing shall occur in such a manner as not to damage private or public property, or create a nuisance.

The Contractor shall take all necessary precautions, including monitoring of the bypass systems, to insure that no private residences or properties are subjected to stormwater backup or spill. The Contractor shall be liable for all cleanup, damages, and resultant fines in the event of a backup or spill.

The bypass system be available for use until the new work has been accepted by the Engineer for use. However, upon approval of the Engineer, the Contractor may use partially completed portions of the work for parts of such a bypass system if the flow does not interfere with the tasks required to complete the work, or degrade water quality.

(*****)

7-04.4 Measurement

Supplement this section with the following:

The measurement for “Temporary Storm Sewer Bypass” shall be per lump sum, and shall include all labor, equipment, and materials required to collect and convey active storm water flows around work area for the duration of the project to complete the Work.

7-04.5 Payment

Section 7-04.5 is supplemented with the following:

The unit contract prices for “Storm Sewer Pipe”, regardless of size and material, shall be full compensation for all labor, material, tools and equipment necessary for and

incidental to furnish and install the storm sewer as shown on the plans and as specified herein, including the following:

1. Removal, loading, hauling, and disposal of existing asphalt concrete pavement as necessary for trench excavations in paved areas. This shall include removal of existing pavement beyond the trench as necessary and as indicated on the drawings prior to final pavement patch.
2. All required potholing to verify locations of existing utilities.
3. Trench excavation and dewatering, furnishing and installation of pipe on line and grade, wyes, tees, special fittings, manhole adapters.
4. Removal, loading, hauling, and disposal of native excavation material.
5. Pipe bedding material and compaction.
6. Extra depth, including excavation, backfill and compaction, required to clear existing buried utilities or other obstacles.
7. Extra depth, including excavation, backfill and compaction, required to clear existing buried utilities or other obstacles.
8. Steel sheeting for covering excavations as necessary.
9. Maintenance, restoration and/or relocation, if required, of existing culverts, storm drainage pipe, other utilities and structures affected by construction that are to remain.
10. Cleaning and testing of all storm sewers and catch basins including CCTV inspection of the mains.
11. Crushed Surfacing Top Course and compaction for roadway base.
12. Placing and maintaining temporary cold mix asphalt concrete patching consisting of a minimum 3-inches of cold asphalt mix over compacted backfill within existing paved areas, and removal of the temporary cold mix asphalt mix prior to placement of trench patch (paid for under "HMA Class 1/2-inch, PG 64-22").

"Temporary Storm Sewer Bypass", per lump sum

The unit contract price for "Temporary Storm Sewer Bypass" shall be full compensation for all labor, material, tools and equipment necessary for and incidental to furnish, install, and maintain operations of temporary storm water bypass systems as required to complete other project work.

COK GSP (From 1/22/2018 file)

7-05 Manholes, Inlets, Catch Basins, and Drywells

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

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

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

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

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

(*****)

7-05.3(5) Replacement of Structure Frame and Cover

This is a new section added in its entirety:

Existing frame and grate assemblies shall be removed and replaced with new frame and grate assemblies conforming to current City of Kirkland standards where indicated on the Plans or directed by Engineer. The Contractor shall perform all work associated with the installation of new frame and cover per the project plans and the City of Kirkland’s standard plans and details. Incidental sawcutting, removal, haul, and disposal of existing pavement and/or concrete curb and gutter is required to complete the removal of the existing frame and cover.

(*****)

7-05.3(6) Removal of Flow Control Riser Assembly

This is a new section added in its entirety:

An existing flow control catch basin (GIS ID #9893) is connected to the upstream end of the existing pipe to be replaced with pipe bursting at Site 1 with this project. Contractor shall temporarily remove, salvage, and protect all existing appurtenances, including the flow control riser assembly, from this catch basin as required to efficiently and effectively complete the new pipe installation and connection to catch basin #9893. The salvaged appurtenances shall be re-installed in same catch basin to complete work. The Contractor shall perform all work associated with the temporary removal and reinstallation of a flow control riser assembly per the project plans.

(*****)

7-05.4(5) Replacement of Structure Frame and Cover

This is a new section added in its entirety:

Measurement for “Remove and Replace Structure Frame and Cover” shall be per each new pair of frame and grate or frame and cover installed at each existing catch basin structure as specified on the Plans. No measurement or separate payment shall be made for the removed existing frame and grate assembly. All work related to the removal of the existing frame and grate shall be considered incidental.

(*****)

7-05.4(6) Removal of Flow Control Riser Assembly

This is a new section added in its entirety:

Measurement for “Remove Flow Control Riser Assembly” shall be per lump sum for all labor, tools, equipment, and incidentals necessary to remove, haul off site, and dispose of the existing flow control riser assembly and all associated appurtenances located on the existing outlet pipe in catch basin #9893.

(*****)

7-05.5 Payment

Supplement this section with the following:

“Remove and Replace Structure Frame and Cover”, per each

The contract bid price for “Remove and Replace Structure Frame and Cover”, including all incidental work, shall be full compensation for all labor, material, tools, and equipment necessary to completely remove and replace existing catch basin frame and grates or frame and covers in accordance with the work defined in the Standard Specifications and these Special Provisions.

“Remove Flow Control Riser Assembly”, per each

The contract bid price for “Remove Flow Control Riser Assembly”, including all incidental work, shall be full compensation for all labor, material, tools, and equipment necessary to completely remove and replace the existing flow control riser assembly and any and all other existing appurtenances in catch basin #9893 to facilitate the pipe bursting and pipe installation for the project as shown or otherwise specified by the Contract.

(*****)

7-20 Pipe Bursting

This is a new section added in its entirety.

7-20.1 Description

Pipe bursting is a trenchless pipe replacement method in which an existing pipe is broken either by brittle fracture or by splitting, using an internal mechanically applied force applied by a bursting tool. Concurrently, a new pipe of the same or larger diameter is pulled through the annular space to replace the existing pipe. The new pipe and bursting head are launched from an insertion pit, and a cable or pulling rod is typically pulled from the receiving pit. The bursting head is pulled through the pipe debris creating a temporary cavity that is immediately occupied by a new pipe—typically HDPE pipe—that is attached to and follows behind the bursting head. Pipe bursting is a specialized construction method that shall be performed by qualified contractors experienced in this type of trenchless pipe installation and the specific equipment necessary to successfully complete the work. All work for pipe bursting shall conform to current, appropriate industry standards for pipe bursting.

Work includes pipe bursting of an existing 12-inch corrugated metal pipe (CMP) located mostly within easements of various sizes that encumber private property. These easement and private property areas have established landscaping that includes mature trees that are intended to remain undisturbed by the Work. It is expected that some disturbance to these private landscape areas may be required to accommodate the setup and operation of the pipe bursting equipment, including but not limited to the excavation of sending and receiving pits. The extent of disturbance will be minimized, but ultimately established by the required work and restoration will be commensurate to the disturbance.

7-20.2 Materials

7-20.2.A HDPE Pipe

Replacement pipe shall be High Density Polyethylene (HDPE) pipe with a dimensional ratio/pressure rating of DR-17 that is manufactured, supplied, and installed in accordance with the applicable provisions of Sections 7-04 and 9-05.23 in addition to any other specific items described by this section. The nominal size of the HDPE pipe shall be as shown in the Plans and the pipe bursting equipment shall be sourced to accommodate the installation of the HDPE pipe size as well as the destruction and displacement of the existing pipe to be burst/replaced.

7-20.2.B Pipe Joining for Terminal Sections of HDPE Pipe

Polyethylene pipe lengths shall be assembled and joined at the site using the butt-fusion method to produce a continuous pipe length with leak-proof joints between structures (i.e., insertion and receiving pits). Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures used shall be in strict compliance with the manufacturer's recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment. Alternate joint assembly methods will only be accepted with prior approval and demonstration that the alternate is the best suited for the specific location/application.

7-20.2.C Submittals

The Contractor shall submit the following for approval prior to construction:

1. Installer and Superintendent qualifications.
2. Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of new pipe and fittings. Include manufacturer's recommendations for handling, storage, and repair of pipe and fittings damaged.
3. Certifications of personnel involved in butt fusion welding.
4. Pipe Bursting Work Plan that includes but is not limited to at least the following elements and details for the work:
 - a. Means, methods, and equipment for executing work
 - b. Location and estimated extent of any pit excavations and their potential disturbance of existing landscape, pavement, or other existing surface improvements/features
 - c. Material staging and pipe preparation areas, including fusing and pulling/tracking areas for HDPE pipe
 - d. Potential impacts to private property or right-of-way landscape
 - e. Schedule and sequence for work elements

7-20.3 Construction

7-20.3.A Installer Qualifications

The pipe bursting contractor shall have actively engaged in the installation of pipe using pipe

bursting for a minimum of three (3) years and have installed, as a company, a minimum of 50,000 feet in similar conditions.

Field supervisory personnel employed by the pipe bursting contractor shall have at least three (3) years of documented experience in the performance of the work and tasks as stated in the contract documents.

7-20.3.B Inspection

The Contractor shall conduct a pre-installation and post-installation CCTV inspection and provide inspection records showing both the pre- and post-installation conditions including any restored connections. The Contractor shall schedule the CCTV inspection such that the Engineer can be present to observe the work. All defects discovered during the post-installation CCTV inspection shall be corrected by the Contractor at no expense to the Owner. After the defects, if any, are corrected, the affected segments shall be re-inspected using CCTV.

All television camera inspections indicated in these specifications shall be digitally stored. All work and materials associated with CCTV inspection shall be included in and considered incidental to CIPP installation. Digitally stored TV inspection data shall meet the following minimum requirements:

1. Image
 - a. Color.
 - b. Minimum resolution: 720 x 480
 - c. Minimum bitrate: 128 kb/s
2. Opening Screen:
 - a. Date of inspection.
 - b. Pipe structure identification number.
 - c. Upstream and downstream node identification numbers.
 - d. Normal (upstream to downstream) or reverse (downstream to upstream) survey direction.
 - e. Pipe size and material.
3. Continuous View:
 - a. Current distance along reach (tape counter footage).
4. Audio:
 - a. Description of inspection setup, including related information from log form.
 - b. Unusual conditions.
 - c. Operation changes (e.g. remove roots and restart inspection at footage prior to root removal).
 - d. The audio portion of the composite recording shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report.

5. Video File Labeling:
 - a. Project Name and Segment.
 - b. Date of Inspection.
 - c. Inspection Company.
 - d. Inspection limits identified by beginning and ending structure number.
 - e. Indicate pre- or post- cleaning or installation.

7-21.3.C Cleaning & Inspecting Submittals

1. The Contractor shall submit one copy of the finished video recordings, showing the pipes to be rehabilitated after cleaning a minimum of 1 week prior to CIPP lining. The Engineer will review the recordings to determine if pipeline cleaning and preparation are acceptable. The pipe shall be re-cleaned if deemed necessary by the Engineer at no cost to the Owner.
2. The Contractor shall submit a confirmation of length of CIPP and confirmation of existing pipe diameter upon completion of initial cleaning and inspection. Any costs associated with incorrect material orders placed prior to field confirmation by the Contractor shall be at the Contractors expense.
3. After cleaning and initial inspection of the pipe to be lined by the contractor, the Contractor shall submit a written "Tabulation of Pipe Sections" prior to CIPP installation. This tabulation shall at a minimum identify;
 - a. Line Identification corresponding to Bid Schedule. Start and end point of contractor identified repair section (if any) that references distance from end or beginning of line and reason for repair required.
 - b. Note any barrier lining, special conditions, or repairs which need to be accounted for in the installation work plan.

7-20.3.D Equipment

Pipe bursting equipment shall be designed and fabricated by reputable and industry-accepted manufacturers for the specific purpose of pipe bursting. The bursting tool and head shall be capable of forcing its way through the existing line by fracturing the pipe and compressing the broken pieces into the surrounding soil as the equipment progresses. It shall generate sufficient force to burst and compact the existing pipeline. In each case the pipe bursting unit shall pull the polyethylene pipe with it as it moves forward. The pipe bursting equipment shall be selected and have the capabilities to remove or displace the existing pipe material and prepare the resulting annular space to accommodate the nominal size of the HDPE specified by the Plans.

7-20.3.E Insertion and Receiving Pits

Insertion and receiving pits shall be installed as required to facilitate the pipe bursting of the existing pipe and installation of the new HDPE replacement pipe. General locations of these pits are shown on the plans based on the anticipated work efforts. Actual extents and locations will be determined by the Contractor based on best means and methods to minimize

disturbance to existing facilities and ensure efficient work effort. Insertion pits shall be of sufficient length to allow the bursting head and new HDPE pipe to enter the host pipe at an angle that will generally maintain the grade of the existing pipe. Contractor shall make use of existing catch basins or manholes in-lieu of excavated insertion pits to facilitate pipe bursting and HDPE pipe installation where it is determined to be practical to limit disturbance to pavement, planter areas and vegetation, utilities and/or other existing facilities.

7-20.3.F Preparation

If the video inspection reveals obstructions, or pipe materials that will prevent the existing pipe from being pipe burst properly and cannot be removed by conventional cleaning equipment, a point repair will be made by the Contractor, with approval from the City/Engineer.

If the PACP Pre-CCTV inspection reveals a sag or hump, a sag or hump removal will be made by the Contractor, with approval from the City/Engineer.

7-20.3.G Insertion of HDPE Pipe

The butt-fused joint shall be in true alignment and shall have uniform rollback beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe. All defective joints shall be cut out and replaced at the expense of the Contractor.

7-20.3.H Testing and Acceptance

The installed HDPE pipe shall be cleaned, inspected and tested for final acceptance in accordance with the applicable provisions of section 7-04.3.

7-20.4 Measurement

Pipe Bursting shall be measured by the linear foot of installed HDPE pipe. The following items shall be considered incidental and included in the unit price of "Pipe Bursting __-inch Diam.":

- Cleaning of the existing storm sewer as necessary to successfully complete the pipe bursting work in accordance with industry standards
- Inspection and testing per section 7-04.3
- Pre- and Post-construction CCTV Inspection recordings of Pipelines
- All submittal required by these Special Provisions and Standard Specifications
- Pipe Bursting Work Plan per section 7-20.2.C
- Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the work to a condition at least equal to those that existed prior to the work
- Siting, excavation, maintenance and restoration of insertion and receiving pits and/or existing catch basins or manholes in-lieu of excavated pits to complete pipe bursting and replacement pipe installation.

7-20.5 Payment

Payment will be made for the following Bid items:

“Pipe Bursting, 12-inch Diam.”, per linear foot

The contract unit bid price for “Pipe Bursting ____-inch”, shall be full compensation for all labor, material, tools, and equipment necessary to complete the successful pipe bursting of the existing pipe, pull the HDPE replacement pipe into place, and fully complete the connection of the new pipe to the existing or new catch basin structure as shown on the Plans and as defined by the Standard Specifications and these Special Provisions including any incidentals. No separate payment or reimbursement will be made for connection of the new replacement pipe to the existing or replaced catch basin structures.

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7-21 Cured-in-Place Pipe (CIPP)

This is a new section added in its entirety.

7-21.1 Description

This section specifies Cured-in-Place Pipe (CIPP) lining of storm sewers and CIPP service connection seals as shown on the Plans. The storm sewers are lined with a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline and expanded with the use of water or air pressure to tightly fit against the existing pipeline. The resin shall be cured using exposure to heat or ultraviolet (UV) light while under pressure within the tube. The Cured-In-Place Pipe (CIPP) will be seamless, jointless, tight fitting and continuous from catch basin to catch basin. All sewer services are reinstated using a robotic cutter.

7-21.2 Reference Standards and Materials

7-21.2.A Referenced Standards

The following references form a part of this specification to the extent stated herein and shall be the latest editions thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

- ASTM D578: Standard Specification for Glass Fiber Strands
- ASTM D790: Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- ASTM F1216: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of a Cured-in-Place Thermosetting Resin Pipe (CIPP)
- ASTM F2019: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Glass Reinforced Plastic Cured-in-Place (GRP-CIPP) Using UV-Light Curing Method
- ASTM D2990: Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

- ASTM D5813: Standard Specification for Cured-in-Place Thermosetting Resin Sewer Piping Systems
- ASTM C1107: Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non- shrink)

7-21.2.B Materials

CIPP products submitted for approval must provide Third Party Test Results performed by an independent lab supporting the long-term performance, structural strength, and corrosion resistance of the product. No product shall be approved without independent third-party testing. Minimum required third party test results to be submitted shall be per ASTM D2990 to establish the long-term creep reduction factor to be used in the calculation of liner thickness, ASTM D5813 to determine acceptable corrosion resistance performance.

7-21.2.B(1) Liner Tube

- a. Tube – The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass, or fiberglass, and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813 and ASTM F2019. The Tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- b. The wet-out Tube shall have a uniform thickness that when compressed at installation pressures meet or exceed the Design thickness.
- c. The Tube shall be sewn to a size that will tightly fit the internal circumference and length of the host pipe. Allowance should be made for circumferential stretching during pressurization. Overlapped layers of felt in longitudinal seams that cause lumps in the final product are not allowed.
- d. The outside layer of the Tube (before wet-out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet-out) procedure.
- e. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be allowed.
- f. The wall color of the interior pipe surface of CIPP shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be completed after installation.
- g. Seams in the Tube shall be stronger than the non-seamed Tube material.
- h. The outside of the Tube shall be marked for distance at regular intervals not to exceed 5 feet along its entire length. Markings shall include the Manufacturers name or identifying symbol.
- i. In addition to the requirements specified herein, the tube for UV CIPP (if used) shall consist of at least two separate layers of corrosion resistant fiberglass laminate that meets the requirements of ASTM F2019 and ASTM D578.

7-21.2.B(2) Resin

Resin – The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP wall thickness for this project. The resin shall produce CIPP which will comply with the structural and

chemical resistance requirements of this specification. Use resin designed to cure by exposure to heat or UV light. Resin which cures at ambient temperature will not be allowed. Sufficient additional resin shall be used to ensure that the cured liner meets the design thickness after compensating for resin migration into cracks, holes joints or other pipe defects.

7-21.2.B(3) CIPP Structural Requirements

- a. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.
- b. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade such that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occur during testing of field samples, the work may be rejected by the Owner.
- c. Chemical Resistance – The CIPP shall meet the chemical resistance requirements of ASTM D1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- d. The cured pipe material (CIPP) shall conform to the structural properties, as listed below:

Water and Steam Cured CIPP

<u>Property</u>	<u>Test Method</u>	<u>Minimum</u>
Initial Flexural Modulus of Elasticity	ASTM D-790	400,000 psi
Initial Flexural Strength	ASTM D-790	4,500 psi

UV Cured CIPP

<u>Property</u>	<u>Test Method</u>	<u>Minimum</u>
Initial Flexural Modulus of Elasticity	ASTM D-790	750,000 psi
Initial Flexural Strength	ASTM D-790	6,500 psi

7-21.3 Construction Requirements

7-21.3.A Qualifications

The installer shall have at least three years active experience in the installation of the product proposed for installation and have successfully installed at least 50,000 linear feet of the product in wastewater collection systems. Installer must be fully licensed and certified by the manufacturer of the CIPP product system. The Contractor shall submit a list of qualifications and work history for the installer company, field superintendent who will be on site for the duration of the project, and the robotic cutter operator who will reinstate the services as follows:

1. Superintendent
The superintendent will have experience with the specific liner system and cure type proposed and have installed a minimum of 10,000 feet of the proposed liner system within a 16-inch pipe or larger. The superintendent shall also have at least one year of sewage bypass experience.
2. Robotic Cutter Operator
The lateral cutter operator shall have a minimum two years experience reinstating services on CIPP lining projects.

7-21.3.B Pre-Work Submittals

Provide detailed submittal information as described below. Address both the CIPP mainline work and service connection seal installations.

1. Installer, superintendent, and robotic cutter operator qualifications. Provide project name, project date, project location, liner size, footage installed, project Owner and current contact information for a project representative familiar with the work performed.
2. Describe the plan for CIPP lining of the existing sanitary sewers shown on the Plans. Include descriptions of the equipment that will be used for insertion and curing. Describe the sequence of operations including pre-CCTV, cleaning, bypass, traffic control, liner insertion, curing, lateral reinstatement, and post- installation CCTV.
3. Describe the proposed cleaning plan for each sewer segment including the sequence of operations, equipment, water use, and disposal plan. Specifically address the build-up of material within the host pipe as shown in the Plans and CCTV footage included in the contract documents.
4. Name of resin supplier and liner tube supplier for both mainline lining and service connection seals.
5. Provide shop drawings, catalog data, manufacturer's technical data showing information on the liner and resin material composition, chemical and physical properties, and dimensions of the liner. Include the manufacturer's recommendations for storage, temperature control, handling, installation procedures, curing procedures, lateral reinstatement methods, and finishing.
6. Contractor shall submit calculations demonstrating that the CIPP is designed in accordance with these specifications and the proposed wall

thickness and physical properties of the liner meet the design criteria specified herein. Include all design assumptions and equations. Calculations shall indicate the required CIPP thickness and be signed, stamped, and dated by a Professional Engineer licensed in the State of Washington.

7. Location and method for impregnating the liner tubing with resin.
8. Recommended curing schedule provided by the resin manufacturer.
9. Provide manufacturer's literature for the temperature sensors that will be used to monitor the cure temperature at 20-foot increments or closer in each pipe run along with the related equipment.
10. Provide a lining schedule detailing when the work will begin and the order of sewer segments to be lined.
11. Describe method for marking the service locations and accurately positioning the robotic cutter when reinstating the services.
12. Describe the procedure for sealing the ends of each liner with non-shrink grout as specified herein.
13. Manufacturer's certification that all materials comply with the specifications, codes, and standards referenced herein.
14. Certified test results on all lining materials showing that the product proposed for use meets the requirements for initial structural properties.
15. Provide installer license and certification by the manufacturer of the CIPP product system.
16. Name and certification of independent testing laboratory proposed for structural testing.
17. Applicable specifications on all lining materials and resins.
18. Material Safety Data Sheets for resins, hardeners, catalysts, solvents, and all other compounds or chemicals to be used on the job site.
19. Provide a temporary sewer bypass plan for review and approval by the contracting agency two weeks prior to the planned beginning of implementation of the temporary sewer bypass. The temporary sewer bypass plan shall include a spill prevention and containment plan.
20. Spill Prevention, Control, and Countermeasures (SPCC) Plan.
21. Sample Public Notification doorhanger.
22. Submit field documentation, CCTV footage, and field records as specified herein.
23. Emergency Plan detailing action plan in the event services cannot be reinstated within the allowable timeframe.

7-21.3.C Design Criteria

Provide a CIPP system which meets or exceeds the minimum properties specified herein. The CIPP shall be designed per ASTM F1216 Appendix X1. The CIPP design shall assume no bonding to the host pipe wall. At a minimum, the thickness shall be calculated using the following design criteria:

1. Fully deteriorated host pipe condition
2. Long Term Properties: 50-year
3. Ovality: 5%
4. AASHTO HS-20 Live Loading
5. Soil Density above pipe crown: 120 PCF

6. Modulus of Soil Reaction: 1000 PSI
7. Groundwater: At the ground surface above the pipe
8. Enhancement Factor: 7
9. Flexural Strength Retention: 50% of initial, or as demonstrated by 3rd party testing
10. Flexural Modulus of Elasticity Retention: 50% of initial, or as demonstrated by 3rd party testing
11. Design safety factor: 2.0

7-21.3.D Public Notification

The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a sewer service will be off-line, the maximum amount of time of no service shall be 8 hours for any property served by the sewer between 8 AM – 5:30 PM (Monday-Friday). No service interruption on weekends or holidays. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

1. Written notice to be delivered to each home or business within 3 days prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor shall be provided to allow discussions of the project or any problems which could arise.
2. The Contractor shall make personal contact with the occupants of any home or business which cannot be reconnected within the time stated in the written notice.

7-21.3.E Cleaning and Inspection

7-21.3.E(1) Cleaning

The existing pipeline will be thoroughly cleaned a minimum of 1 week prior to beginning the CIPP lining work. Post cleaning CCTV shall be provided to the Owner for approval.

The pipelines currently have build-up of solids as shown on the Plans. The Owner has performed a closed-circuit television (CCTV) inspection of the pipelines to be rehabilitated which is included in the contract documents.

It shall be the responsibility of the Contractor to clear the line of corrosion and solids build-up to within ½ inch of the host pipe inner diameter. Use water jetting and mechanical pigs/abrasive cleaning tools as required to remove solids buildup. If the pipe becomes damaged during cleaning, it will be the Contractor's responsibility to fix the damaged pipe with no cost to the Owner.

Cleaning shall remove all sand, gravel, grease, and roots. The Contractor shall remove all internal debris from the sewer line that will interfere with the installation of CIPP. All material greater than a #8 sieve size will be collected at the downstream manhole.

The Owner will provide a dump site for all debris removed from the sewers during the cleaning operation. Unless stated otherwise, it is assumed this site will be at or near the sewage treatment facility to which the debris would have arrived in absence of the cleaning operation.

The Owner will provide a water source available to the Contractor. Unless stated otherwise, it is assumed this water source will be at or near the downstream sewage treatment facility. The Contractor shall implement a City provided meter and backflow prevention device as noted in section 2-07 whenever accessing the water source.

7-21.3.E(2) Inspection

The Contractor shall conduct a pre-installation and post-installation CCTV inspection and provide inspection records showing both the pre- and post-installation conditions including restored connections. The Contractor shall schedule the CCTV inspection such that the Engineer can be present to observe the work. All defects discovered during the post-installation CCTV inspection shall be corrected by the Contractor at no expense to the Owner. After the defects, if any, are corrected, the affected segments shall be re-inspected using CCTV.

All television camera inspections indicated in these specifications shall be digitally stored. All work and materials associated with Television Inspection and Data storage identified for CIPP shall be included in and considered incidental to CIPP installation. Digitally stored TV inspection data shall meet the following minimum requirements:

- a. Image
 1. Color.
 2. Minimum resolution: 720 x 480
 3. Minimum bitrate: 128 kb/s
- b. Opening Screen:
 1. Date of inspection.
 2. Pipe structure identification number.
 3. Upstream and downstream node identification numbers.
 4. Normal (upstream to downstream) or reverse (downstream to upstream) survey direction.
 5. Pipe size and material.
- c. Continuous View:
 1. Current distance along reach (tape counter footage).
- d. Audio:
 1. Description of inspection setup, including related information from log form.
 2. Unusual conditions.
 3. Operation changes (e.g. remove roots and restart inspection at footage prior to root removal).

4. The audio portion of the composite recording shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report.

e. Video File Labeling:

1. Project Name and Segment.
2. Date of Inspection.
3. Inspection Company.
4. Inspection limits identified by beginning and ending structure number.
5. Indicate pre- or post- cleaning or installation.

Visual inspection of the CIPP shall be in accordance with NASSCO's Pipeline Assessment and Certification Program (PACP).

7-21.3.E(3) Cleaning & Inspecting Submittals

- a. The Contractor shall submit one copy of the finished video recordings, showing the pipes to be rehabilitated after cleaning a minimum of 1 week prior to CIPP lining. The Engineer will review the recordings to determine if pipeline cleaning and preparation are acceptable. The pipe shall be re-cleaned if deemed necessary by the Engineer at no cost to the Owner.
- b. The Contractor shall submit a confirmation of length of CIPP and confirmation of existing pipe diameter upon completion of initial cleaning and inspection. Any costs associated with incorrect material orders placed prior to field confirmation by the Contractor shall be at the Contractors expense.
- c. After cleaning and initial inspection of the pipe to be lined by the contractor, the Contractor shall submit a written "Tabulation of Pipe Sections" prior to CIPP installation. This tabulation shall at a minimum identify;
 - i. Line Identification corresponding to Bid Schedule. Start and end point of contractor identified repair section (if any) that references distance from end or beginning of line and reason for repair required.
 - ii. Note any barrier lining, special conditions, or repairs which need to be accounted for in the installation work plan.

7-21.3.F Protruding Side Service Removal

The Contractor shall remove the excessive portion of existing side service pipes that protrude within the main pipe to be lined to facilitate successful installation of the CIPP.

1. Protruding side service pipes shall be removed by the contractor to a point approximately flush with the inside surface of the pipe to be lined with CIPP.
2. The contractor shall utilize a remote-controlled cutting device, monitored by a video TV camera to remove the protruding side service. The surface of the side service shall be prepared to allow the CIPP installation to form

a watertight seal.

3. Material removed by the contractor during Protruding side service removal greater than a #8 sieve shall be recovered and collected by the contractor at the downstream manhole. All material, manpower, equipment, or other costs incurred by the Contracting agency to remove material introduced to the system by the contractor will be at the Contractors expense.
4. No additional payment will be made for excavations for the purpose of repairing the main or side service pipe resulting from the contractors work and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
5. Prior to beginning installation of CIPP, the contractor shall provide video footage to the engineer for review of each protruding side service removed, meeting the Video requirements of these specifications.

7-21.3.G Existing Pipe Repairs

The Contractor's report of the pre-construction CCTV recording of the existing pipe proposed for CIPP lining shall include identification of all damaged or deformed sections of the existing pipe. That report shall identify specific pipe locations where the extent of deformation or damage to the existing pipe require a repair with an external patch or removal and replacement prior to installation of the CIPP liner in order to warrant the finished work. Potential repair locations are identified on the Plans based on available inspection records and these shall be verified and evaluated by the Contractor's pre-construction CCTV report.

The Contractor shall employ methods and take all practical measures to minimize the extent of excavation and disturbance to existing pavement areas and pipe segments when completing required pipe repairs and/or segment removal and replacement. The Engineer shall authorize existing pipe repair work based on individual plans/proposals for each repair site. No payment will be made for existing pipe repairs not first authorized by the Engineer.

The Contractor shall remove any part of the existing pipe gaskets that protrude within the main pipe to be lined to facilitate successful installation of the CIPP.

1. Hanging gaskets shall be removed by the contractor to a point approximately flush with the inside surface of the pipe to be lined with CIPP.
2. The contractor shall utilize a remote-controlled cutting device, monitored by a CCTV to remove the hanging gasket. The surface of the remaining pipe shall be smooth enough to allow CIPP to be installed to form a watertight seal.
3. Material removed by the contractor during hanging pipe gasket removal shall be recovered and collected by the contractor at the downstream manhole. All material, manpower, equipment, or other costs incurred by the Contracting agency to remove material introduced to the system by the contractor will be at the Contractors expense.

4. No additional payment will be made for excavations for the purpose of repairing the main or side service pipe resulting from the contractors work and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
5. Prior to beginning installation of CIPP, the contractor shall provide video footage to the engineer for review of each hanging gaskets removed, meeting the Video requirements of these specifications.

7-21.3.H CIPP Installation

CIPP installation shall be in accordance with ASTM F1216 ASTM F1743, and ASTM F2019 and as follows:

1. Resin Impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To ensure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Installer uses an alternate method of resin impregnation, the method must produce the same results, be a proven method, and is subject to approval by the Engineer.
2. Tube Insertion – The wet-out Tube shall be positioned in the pipeline using either inversion per ASTM F1216 or pull-in per ASTM F1743 and ASTM F2019. If pulled into place, a power winch should be utilized, and care should be exercised not to damage the Tube as a result of pull-in friction. The Tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
 - a. The Tube shall be made to form to the channel through manholes to the greatest extent possible, to minimize friction and catch points and ensure a smooth transition through manholes.
 - b. For heat cured CIPP, a cure monitoring system shall be used with temperature gauges placed inside the tube at the invert level with 20-foot minimum spacing between gauges to monitor the temperatures during the cure cycle. Allow the Owner access to the recorded data in real time. Record cure data using an electronic data recorder and provide data to the Owner within 72 hours of completion of the CIPP lining.
3. Curing shall be accomplished by utilizing UV light, hot water, or steam under pressure in accordance with the manufacturer’s recommended cure schedule.
4. Maintain internal pressure as defined by the manufacturer and sufficient to hold the liner tight to the pipe wall. The pressure shall be sufficient to prevent infiltration from entering the pipeline during the curing process and maintained long enough to allow pockets of water to exfiltrate through the host pipe to prevent lifts and resin washout.

7-21.3.I Reinstating Service Connections

The Contractor shall be responsible for reinstating all service connections to the CIPP lined pipe as identified by these specifications:

1. After the CIPP has cured, the Contractor shall reinstate all side sewer locations.
2. Reinstating service lines shall occur utilizing a remote-controlled cutting device monitored by a video TV camera, and shall not include excavation.
3. The Contractor shall provide a full-diameter connection between the main and the lateral that is free from burrs or projections and with a smooth and crack-free edge. The connection hole shall be a minimum of 95 percent minimum of the original service connection diameter. The invert of the service connection shall match the bottom of the reinstated service opening with no lip between the lateral and the liner material.
4. The Contractor shall have a minimum of 2 complete working cutters on site before each CIPP installation and shall maintain spare parts for the cutters on site.
5. All material greater than a #8 sieve will be recovered by the contractor at the downstream manhole of where it is cut and collected by the Contractor. All material, manpower, equipment, or other costs incurred by the Contracting agency to remove material or repair damage caused by misplacement of the robotic cutter will be at the contractor's expense at no cost to the Owner.
6. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
7. In the event that the side services are not reinstated in a timely manner, an emergency plan shall be implemented.

7-21.3.J Service Connection Seal

1. Install a service connection seal (SCS) (Cosmic TopHat or equal) by remote methods without excavation at the locations shown on the Drawings. The resin/liner seal system shall be a one-piece assembly formed in the shape of a "tee" or "wye". No intermediate or encapsulated elastomeric layers shall be in the textile of the connection seal that may cause de-lamination in the cured product.
2. The SCS shall provide a watertight seal between the lined main pipe and the service pipe. The SCS shall be compatible with the CIPP sewer main lining system.
3. The SCS may be a brim style or a full wrap of the circumference of the sewer main. The connection seal shall cover the sewer main CIPP a minimum distance of 6-inches extending radially from the outer edge of the sewer lateral.
4. The SCS must extend up the service line a minimum of 12-inches from the sewer main.
5. SCS will be installed after the sewer main lining is complete.

6. The resin/liner SCS system shall conform to ASTM D5813 Section 8.2.2 – 10,000-hour test. The resin shall be a corrosion resistant polyester, vinyl ester, epoxy of silicate resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASSTM F1216 and this section.
7. Installation of the SCS shall not damage or adversely affect the sewer main CIPP in any way. If damage to the sewer main CIPP does occur, the contractor shall repair or replace the damage at no cost to the Owner.
8. The cured SCS will conform to the minimum properties listed below:

Service Connection Seal

<u>Property</u>	<u>Test Method</u>	<u>Minimum</u>
Initial Flexural Modulus of Elasticity	ASTM D-790	250,000 psi
Initial Flexural Strength	ASTM D-790	4,500 psi

7-21.3.K CIPP End Seal and Endpoints

Install a hydrophilic end seal at both ends of each lined segment within 2 feet of the manhole: LMK Insignia Gasket Seal or equal. Seal shall be installed to serve as a water stop between the host pipe and CIPP liner.

Provide a smooth, watertight transition from liner to manhole channel materials. Use non-shrink cementitious grout materials as recommended by the CIPP manufacturer that conforms to ASTM C1107.

7-21.3.L Quality Assurance

1. The Engineer may inspect and test the liner or its materials at the factory before delivery to site or while in storage. The Engineer shall be given full access to inspect wet-out procedures.
2. The finished CIPP shall be continuous over the entire length of an insertion run between two manholes or access points and shall be free from visual defects including but not limited to foreign inclusions, dry spots, pinholes, and delamination.
3. Wrinkles in the finished CIPP greater than five percent of the pipe diameter are unacceptable and shall be removed and repaired by the Contractor at no cost to the Owner. Methods of repair shall be proposed by the Contractor and submitted to the Engineer for review and approval.

7-21.3.K Testing

All material testing for CIPP shall be performed by a registered, independent, third-party laboratory. All costs associated with testing shall be incidental to CIPP installation at no cost to the Owner.

1. CIPP Field Samples - Samples for this project shall be either restrained sample or flat plate samples made and tested as described in Sections 7 and 8 of ASTM D5813. Flat plate samples are allowed if restrained samples cannot be removed through the manhole.
2. Collection and testing of 1 sample per wetout section or crate of liner is required.
3. CIPP Field Sample Monitoring:
 - a. The contractor shall coordinate with the Owner to allow an Owner's representative to be present during sampling.
 - b. Each sample taken for testing shall be identified with the following minimum information;
 - i. Sample Date
 - ii. City & State sample was taken
 - iii. Start and end structure
 - iv. Location sample was taken
 - c. At the discretion of the Owner, an Owner representative shall witness the packaging of sample(s) within a pre-addressed container with pre-paid postage for delivery to the testing site. All shipping of samples shall be at no cost to the Owner.
 - d. Owner representative will witness drop off or collection of the samples by the testing agency with a contractor representative
4. The flexural properties of samples must meet or exceed the values listed herein or cited in product data and used in the design of the minimum CIPP wall thickness.
5. Wall thickness of samples shall be determined as described in paragraph 8.1.2 of ASTM D 5813. The minimum wall thickness at any point shall not be less than 87.5% of the calculated design thickness and the average wall thickness will not be less than the submitted calculated minimum required wall thickness.

7-21.3.L Work Product Submittals

Upon completing each CIPP installation and reinstating side services the Contractor shall submit the following;

1. Post-installation CCTV inspection records in electronic format. The Engineer will review the recordings to determine if CIPP installation is acceptable.

2. Construction Data:
 - a. Field data sheets (curing logs) showing pipe section, time, pressure, and temperature during activation, heating, curing, and cool down. Data shall be collected and recorded at maximum 15-minute intervals throughout the recommended curing time.
 - b. Wet-out logs describing volume of resin impregnated into the Tube.
 - c. CIPP Field Samples results from independent third-party testing agency.
3. Manufacturer's or Assembler's certification that all manufacturer's or Assembler's wet- out recommendations have been followed. Provided at the end of the project.

7-21.4 Measurement

The installation of Cured-in-Place Pipe (CIPP) will be measured by the linear foot of installed CIPP liner with pay limits extending to the center of connected catch basin structures. The following items shall be considered incidental to and included in the unit price of "CIPP ___-inch Diam." and no specific unit of measurement or separate payment shall apply:

- Cleaning of Storm Sewer Lines, including removing debris and material buildup to within ½-inch of the host pipe diameter and clearing line obstructions
- Removal of Corrosion and Solids Buildup
- Pre- and Post-construction CCTV inspection work, recordings, and report including identification of recommended spot repairs
- Tabulation of Pipe Sections
- All Pre-Work Submittals per 7-21.3.B
- Public Notification
- All submittals required by these specifications
- All shipping and testing of samples
- All materials and all labor, equipment, means and methods, and incidental items necessary for fully install CIPP liner including end terminations at drainage structures
- The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP. The Contractor shall be responsible for reinstating all branch service connections. Contractor shall be responsible for any disruptions in service and associated problems caused by installation of CIPP.
- The Contractor shall implement a City provided meter and backflow prevention device at no additional cost to the Contracting Agency when accessing an approved water source.
- Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

The Engineer will confirm and authorize all existing pipe repairs that are to be completed prior to CIPP installation and said work—including, but not limited to the labor; equipment; and means, methods, and materials necessary for sawcutting, pavement removal, excavation, pipe replacement or patch, trench backfill and pavement replacement—shall be measured and paid as bid item “Pipe Segment Patch or Replacement” per the force account provisions of the Contract.

“Temporary Storm Sewer Bypass” will be measured by lump sum and will be compensation for all labor, equipment, and materials required to actively bypass flow where required by the Work as approved by Engineer.

7-21.5 Payment

“CIPP 12-inch Diam.”, per linear foot.

“CIPP 18-inch Diam.”, per linear foot.

The unit contract price for “CIPP 12-inch Diam.”, per linear foot and “CIPP 18-inch Diam.”, per linear foot shall be full payment for all labor, materials, tools and equipment, testing, and other incidentals necessary to satisfactorily complete the work for this item as indicated in the Plans, Special Provisions, and the Standard Specifications.

“Pipe Segment Patch or Replacement”, per force account.

The unit contract price for “Pipe Segment Patch or Replacement”, per force account shall be full payment for all labor, materials, tools and equipment, testing, and other incidentals necessary to satisfactorily complete the work for this item as indicated in the Plans, Special Provisions, and the Standard Specifications.

“Temporary Storm Sewer Bypass”, Lump Sum.

The unit contract price for “Temporary Sewer Bypass”, lump sum shall be full payment for all labor, materials, tools and equipment, testing, and other incidentals necessary to satisfactorily complete the work for this item as indicated in the Plans, Special Provisions, and the Standard Specifications.

END OF DIVISION 7

DIVISION 8

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

(June 20, 2017 COK GSP)

8-01.1 Description

Section 8-01.1 is supplemented with the following:

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

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

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

Site Specific BMPs and SWPPP Plan

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

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

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

(June 20, 2017 COK GSP)

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

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

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

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

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

8-01.3(1) General

(June 20, 2017 COK GSP)

8-01.3(1)A Submittals

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

Stormwater Pollution Prevention Plan

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

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

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

The Ecology template can be found at the following link:

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

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

(June 20, 2017 COK GSP)

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

Supplement this the second paragraph with the following:

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

(June 20, 2017 COK GSP)

8-01.3(1)C Water Management

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

The Contractor will be responsible for meeting the SWPPP requirements.

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

1. Temporary detention/retention facilities such as ponds, Baker Tanks, or other facilities.

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

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

(*****)

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".

(December 14, 2005 COK GSP)

8-02 ROADSIDE RESTORATION

8-02.3 Construction Requirements

Section 8-02.3 is supplemented with the following:

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

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

The cost for furnishing and installing topsoil where required to complete the work shall be included in the unit contract price for "Property Restoration". No separate measurement of payment will be made for topsoil.

Work for "Property Restoration" shall be measured in accordance with the standard provisions for force account.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

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

“Property Restoration”, per force account.

(December 10, 2004 COK GSP)

8-02.3(4) Topsoil

Section 8-02.3(4) is supplemented with the following:

Structural Soil for Tree Back-Fill

Soil for tree planting in 4' x 4' tree grates shall be CU-Structural Soil as produced by Amereq, Inc. and as supplied by:

Pacific Topsoils, Inc.
14002-35th Ave. SE
Mill Creek, WA 98912

CU-Structural Soil shall meet the following requirements:

The soil medium is a three-component gap graded structural supporting soil mixed in the following proportions by weight.

Crushed Stone	100 lbs	gradation of 100% passing 1.25", Max. 30% passing 0.75 inch
Clay Loam	20 lbs	per USDA soil classification system (gravel<5%, sand 25-30%, silt 20-40%, clay 25-40%, organic matter 2-5%)
Hydogel	0.03 lbs	Potassium propenoate-propenamide copolymer tackifier

Material shall be delivered at or near optimum moisture content as determined by ASTM D-698. Upon delivery, cover and protect to avoid moisture loss/absorption. Material delivered in frozen, wet, or muddy conditions or placed when moisture content is 2 percent or more above optimum will not be accepted. During installation the structural soil shall be installed in 6" maximum lifts and compacted to 95% per Standard Proctor ASTM D-698.

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

Root Trim will be measured per each tree within the project requiring root trimming and/or root barrier.

All costs associated with providing and installing root barriers shall be considered incidental and included in the contract price for root trim for each location.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

“Root Trim & Barrier”, per each.

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

Root Trim & Barrier will be measured per lineal foot of root barrier installed. Root trimming will be incidental to the barrier installation.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

“Root Trim & Barrier”, per lineal foot.

(December 28, 2006 COK GSP)

8-14 CEMENT CONCRETE SIDEWALK

8-14.3 Construction Requirements

8-14.3(3) Placing and Finishing Concrete

The fourth paragraph of Section 8-14.3(3) shall be replaced with the following:

Sidewalk ramps shall be of the type specified in the Plans. The detectable warning pattern shall have the truncated dome shape shown in the Standard Plans and shall be installed by adding a manufactured material before the concrete has cured. Acceptable manufacturers' products are shown on the Qualified Products List.

Section 8-14.3(5) is replaced with the following:

8-14.3(5) ADA Sidewalk Ramps

Construction of ADA sidewalk ramps shall conform to Washington State Dept of Transportation (WSDOT) Standards included herein. Pre-approved manufactured products include: Detectable Warning Systems, Inc or approved equivalent.

All costs associated with the installation of ramps shall be considered included in the unit contract price for “Cement Concrete Sidewalk.”

8-14.3(4) Measurement

Section 8-14.3(4) is replaced with the following:

Cement concrete sidewalks will be measured by the square yard of finished surface and will include the surface area of the sidewalk ramps. Included in the unit contract price shall be all labor, tools, equipment, materials, and incidental items of work including, but not limited to, providing expansion joints, joint filler, finishing the surface, thickened edges in curb returns, raised edge for back of walk, materials and labor for ADA sidewalk ramps and providing white polyethylene sheeting for curing.

The unit contract price listed above shall be full compensation for all labor, tools, materials, and equipment necessary to complete the work as specified herein.

Ramp detectible warning retrofit will be measured by the square foot of truncated dome material installed on the existing ramp.

END OF DIVISION 8

DIVISION 9

DIVISION 9 – MATERIALS

No Division 9 Special Provisions.

END OF DIVISION 9

PREVAILING WAGES

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 4/24/2024

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	Asbestos Abatement Workers	Journey Level	\$59.07	5D	1H		View
King	Boilermakers	Journey Level	\$74.29	5N	1C		View
King	Brick Mason	Journey Level	\$69.07	7E	1N		View
King	Brick Mason	Pointer-Caulker-Cleaner	\$69.07	7E	1N		View
King	Building Service Employees	Janitor	\$29.33	5S	2F		View
King	Building Service Employees	Traveling Waxer/Shampooer	\$29.78	5S	2F		View
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$32.93	5S	2F		View
King	Building Service Employees	Window Cleaner (Scaffold)	\$33.93	5S	2F		View
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		1		View
King	Carpenters	Acoustical Worker	\$74.96	15J	4C		View
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$74.96	15J	4C		View
King	Carpenters	Floor Layer & Floor Finisher	\$74.96	15J	4C		View
King	Carpenters	Journey Level	\$74.96	15J	4C		View
King	Carpenters	Scaffold Erector	\$74.96	15J	4C		View
King	Cement Masons	Application of all Composition Mastic	\$72.87	15J	4U		View
King	Cement Masons	Application of all Epoxy Material	\$72.37	15J	4U		View
King	Cement Masons	Application of all Plastic Material	\$72.87	15J	4U		View
King	Cement Masons	Application of Sealing Compound	\$72.37	15J	4U		View
King	Cement Masons	Application of Underlayment	\$72.87	15J	4U		View
King	Cement Masons	Building General	\$72.37	15J	4U		View
King	Cement Masons	Composition or Kalman Floors	\$72.87	15J	4U		View
King	Cement Masons	Concrete Paving	\$72.37	15J	4U		View
King	Cement Masons	Curb & Gutter Machine	\$72.87	15J	4U		View
King	Cement Masons	Curb & Gutter, Sidewalks	\$72.37	15J	4U		View
King	Cement Masons	Curing Concrete	\$72.37	15J	4U		View
King	Cement Masons	Finish Colored Concrete	\$72.87	15J	4U		View

King	Cement Masons	Floor Grinding	\$72.87	15J	4U		View
King	Cement Masons	Floor Grinding/Polisher	\$72.37	15J	4U		View
King	Cement Masons	Green Concrete Saw, self-powered	\$72.87	15J	4U		View
King	Cement Masons	Grouting of all Plates	\$72.37	15J	4U		View
King	Cement Masons	Grouting of all Tilt-up Panels	\$72.37	15J	4U		View
King	Cement Masons	Guniting Nozzleman	\$72.87	15J	4U		View
King	Cement Masons	Hand Powered Grinder	\$72.87	15J	4U		View
King	Cement Masons	Journey Level	\$72.37	15J	4U		View
King	Cement Masons	Patching Concrete	\$72.37	15J	4U		View
King	Cement Masons	Pneumatic Power Tools	\$72.87	15J	4U		View
King	Cement Masons	Power Chipping & Brushing	\$72.87	15J	4U		View
King	Cement Masons	Sand Blasting Architectural Finish	\$72.87	15J	4U		View
King	Cement Masons	Screed & Rodding Machine	\$72.87	15J	4U		View
King	Cement Masons	Spackling or Skim Coat Concrete	\$72.37	15J	4U		View
King	Cement Masons	Troweling Machine Operator	\$72.87	15J	4U		View
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$72.87	15J	4U		View
King	Cement Masons	Tunnel Workers	\$72.87	15J	4U		View
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$129.71	15J	4C		View
King	Divers & Tenders	Dive Supervisor/Master	\$93.94	15J	4C		View
King	Divers & Tenders	Diver	\$129.71	15J	4C	8V	View
King	Divers & Tenders	Diver On Standby	\$88.94	15J	4C		View
King	Divers & Tenders	Diver Tender	\$80.82	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$93.26	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$118.76	15J	4C		View

King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	15J	4C		View
King	Divers & Tenders	Manifold Operator	\$80.82	15J	4C		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$85.82	15J	4C		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$80.82	15J	4C		View
King	Divers & Tenders	Remote Operated Vehicle Tender	\$75.41	15J	4C		View
King	Dredge Workers	Assistant Engineer	\$79.62	5D	3F		View
King	Dredge Workers	Assistant Mate (Deckhand)	\$79.01	5D	3F		View
King	Dredge Workers	Boatmen	\$79.62	5D	3F		View
King	Dredge Workers	Engineer Welder	\$81.15	5D	3F		View
King	Dredge Workers	Leverman, Hydraulic	\$82.77	5D	3F		View
King	Dredge Workers	Mates	\$79.62	5D	3F		View
King	Dredge Workers	Oiler	\$79.01	5D	3F		View
King	Drywall Applicator	Journey Level	\$75.73	15O	11S		View
King	Drywall Tapers	Journey Level	\$75.73	15O	11S		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$38.69	5L	1E		View
King	Electricians - Inside	Cable Splicer	\$109.35	7C	4E		View
King	Electricians - Inside	Cable Splicer (tunnel)	\$117.52	7C	4E		View
King	Electricians - Inside	Certified Welder	\$105.63	7C	4E		View
King	Electricians - Inside	Certified Welder (tunnel)	\$113.43	7C	4E		View
King	Electricians - Inside	Construction Stock Person	\$51.53	7C	4E		View
King	Electricians - Inside	Journey Level	\$101.92	7C	4E		View
King	Electricians - Inside	Journey Level (tunnel)	\$109.35	7C	4E		View
King	Electricians - Motor Shop	Journey Level	\$48.68	5A	1B		View
King	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
King	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
King	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View
King	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
King	Electronic Technicians	Journey Level	\$65.66	7E	1E		View
King	Elevator Constructors	Mechanic	\$111.26	7D	4A		View
King	Elevator Constructors	Mechanic In Charge	\$120.27	7D	4A		View

King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$21.34	5B	1R		View
King	Fence Erectors	Fence Erector	\$50.07	15J	11P	8Y	View
King	Fence Erectors	Fence Laborer	\$50.07	15J	11P	8Y	View
King	Flaggers	Journey Level	\$50.07	15J	11P	8Y	View
King	Glaziers	Journey Level	\$79.16	7L	1Y		View
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$87.15	15H	11C		View
King	Heating Equipment Mechanics	Journey Level	\$96.42	7F	1E		View
King	Hod Carriers & Mason Tenders	Journey Level	\$62.49	15J	11P	8Y	View
King	Industrial Power Vacuum Cleaner	Journey Level	\$16.28		1		View
King	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
King	Inland Boatmen	Cook	\$56.48	5B	1K		View
King	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
King	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
King	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
King	Inland Boatmen	Mate	\$57.31	5B	1K		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	\$49.48	15M	11O		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	\$49.48	15M	11O		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$49.48	15M	11O		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$47.41	15M	11O		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$41.20	15M	11O		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	\$44.31	15M	11O		View
King	Insulation Applicators	Journey Level	\$74.96	15J	4C		View
King	Ironworkers	Journeyman	\$87.80	15K	11N		View
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	15J	11P	8Y	View
King	Laborers	Airtrac Drill Operator	\$60.90	15J	11P	8Y	View
King	Laborers	Ballast Regular Machine	\$59.07	15J	11P	8Y	View
King	Laborers	Batch Weighman	\$50.07	15J	11P	8Y	View
King	Laborers	Brick Pavers	\$59.07	15J	11P	8Y	View
King	Laborers	Brush Cutter	\$59.07	15J	11P	8Y	View
King	Laborers	Brush Hog Feeder	\$59.07	15J	11P	8Y	View
King	Laborers	Burner	\$59.07	15J	11P	8Y	View
King	Laborers	Caisson Worker	\$60.90	15J	11P	8Y	View
King	Laborers	Carpenter Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Cement Dumper-paving	\$60.15	15J	11P	8Y	View

King	Laborers	Cement Finisher Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Change House Or Dry Shack	\$59.07	15J	11P	8Y	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	15J	11P	8Y	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$59.07	15J	11P	8Y	View
King	Laborers	Choker Setter	\$59.07	15J	11P	8Y	View
King	Laborers	Chuck Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Clary Power Spreader	\$60.15	15J	11P	8Y	View
King	Laborers	Clean-up Laborer	\$59.07	15J	11P	8Y	View
King	Laborers	Concrete Dumper/Chute Operator	\$60.15	15J	11P	8Y	View
King	Laborers	Concrete Form Stripper	\$59.07	15J	11P	8Y	View
King	Laborers	Concrete Placement Crew	\$60.15	15J	11P	8Y	View
King	Laborers	Concrete Saw Operator/Core Driller	\$60.15	15J	11P	8Y	View
King	Laborers	Crusher Feeder	\$50.07	15J	11P	8Y	View
King	Laborers	Curing Laborer	\$59.07	15J	11P	8Y	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	15J	11P	8Y	View
King	Laborers	Ditch Digger	\$59.07	15J	11P	8Y	View
King	Laborers	Diver	\$60.90	15J	11P	8Y	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$60.15	15J	11P	8Y	View
King	Laborers	Dry Stack Walls	\$59.07	15J	11P	8Y	View
King	Laborers	Dump Person	\$59.07	15J	11P	8Y	View
King	Laborers	Epoxy Technician	\$59.07	15J	11P	8Y	View
King	Laborers	Erosion Control Worker	\$59.07	15J	11P	8Y	View
King	Laborers	Faller & Bucker Chain Saw	\$60.15	15J	11P	8Y	View
King	Laborers	Fine Graders	\$59.07	15J	11P	8Y	View
King	Laborers	Firewatch	\$50.07	15J	11P	8Y	View
King	Laborers	Form Setter	\$60.15	15J	11P	8Y	View
King	Laborers	Gabian Basket Builders	\$59.07	15J	11P	8Y	View
King	Laborers	General Laborer	\$59.07	15J	11P	8Y	View
King	Laborers	Grade Checker & Transit Person	\$62.49	15J	11P	8Y	View
King	Laborers	Grinders	\$59.07	15J	11P	8Y	View
King	Laborers	Grout Machine Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$60.15	15J	11P	8Y	View
King	Laborers	Guardrail Erector	\$59.07	15J	11P	8Y	View
King	Laborers	Hazardous Waste Worker (Level A)	\$60.90	15J	11P	8Y	View
King	Laborers	Hazardous Waste Worker (Level B)	\$60.15	15J	11P	8Y	View
King	Laborers	Hazardous Waste Worker (Level C)	\$59.07	15J	11P	8Y	View
King	Laborers	High Scaler	\$60.90	15J	11P	8Y	View
King	Laborers	Jackhammer	\$60.15	15J	11P	8Y	View
King	Laborers	Laserbeam Operator	\$60.15	15J	11P	8Y	View

King	Laborers	Maintenance Person	\$59.07	15J	11P	8Y	View
King	Laborers	Manhole Builder-Mudman	\$60.15	15J	11P	8Y	View
King	Laborers	Material Yard Person	\$59.07	15J	11P	8Y	View
King	Laborers	Mold Abatement Worker	\$59.07	15J	11P	8Y	View
King	Laborers	Motorman-Dinky Locomotive	\$62.59	15J	11P	8Y	View
King	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	15J	11P	8Y	View
King	Laborers	Pavement Breaker	\$60.15	15J	11P	8Y	View
King	Laborers	Pilot Car	\$50.07	15J	11P	8Y	View
King	Laborers	Pipe Layer (Lead)	\$62.49	15J	11P	8Y	View
King	Laborers	Pipe Layer/Tailor	\$60.15	15J	11P	8Y	View
King	Laborers	Pipe Pot Tender	\$60.15	15J	11P	8Y	View
King	Laborers	Pipe Reliner	\$60.15	15J	11P	8Y	View
King	Laborers	Pipe Wrapper	\$60.15	15J	11P	8Y	View
King	Laborers	Pot Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Powderman	\$60.90	15J	11P	8Y	View
King	Laborers	Powderman's Helper	\$59.07	15J	11P	8Y	View
King	Laborers	Power Jacks	\$60.15	15J	11P	8Y	View
King	Laborers	Railroad Spike Puller - Power	\$60.15	15J	11P	8Y	View
King	Laborers	Raker - Asphalt	\$62.49	15J	11P	8Y	View
King	Laborers	Re-timberman	\$60.90	15J	11P	8Y	View
King	Laborers	Remote Equipment Operator	\$60.15	15J	11P	8Y	View
King	Laborers	Rigger/Signal Person	\$60.15	15J	11P	8Y	View
King	Laborers	Rip Rap Person	\$59.07	15J	11P	8Y	View
King	Laborers	Rivet Buster	\$60.15	15J	11P	8Y	View
King	Laborers	Rodder	\$60.15	15J	11P	8Y	View
King	Laborers	Scaffold Erector	\$59.07	15J	11P	8Y	View
King	Laborers	Scale Person	\$59.07	15J	11P	8Y	View
King	Laborers	Sloper (Over 20")	\$60.15	15J	11P	8Y	View
King	Laborers	Sloper Sprayer	\$59.07	15J	11P	8Y	View
King	Laborers	Spreader (Concrete)	\$60.15	15J	11P	8Y	View
King	Laborers	Stake Hopper	\$59.07	15J	11P	8Y	View
King	Laborers	Stock Piler	\$59.07	15J	11P	8Y	View
King	Laborers	Swinging Stage/Boatswain Chair	\$50.07	15J	11P	8Y	View
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	15J	11P	8Y	View
King	Laborers	Tamper (Multiple & Self-propelled)	\$60.15	15J	11P	8Y	View
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	15J	11P	8Y	View
King	Laborers	Toolroom Person (at Jobsite)	\$59.07	15J	11P	8Y	View
King	Laborers	Topper	\$59.07	15J	11P	8Y	View
King	Laborers	Track Laborer	\$59.07	15J	11P	8Y	View

King	Laborers	Track Liner (Power)	\$60.15	15J	11P	8Y	View
King	Laborers	Traffic Control Laborer	\$53.54	15J	11P	9C	View
King	Laborers	Traffic Control Supervisor	\$56.73	15J	11P	9C	View
King	Laborers	Truck Spotter	\$59.07	15J	11P	8Y	View
King	Laborers	Tugger Operator	\$60.15	15J	11P	8Y	View
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	15J	11P	9B	View
King	Laborers	Tunnel Work-Guage and Lock Tender	\$62.59	15J	11P	8Y	View
King	Laborers	Tunnel Work-Miner	\$62.59	15J	11P	8Y	View
King	Laborers	Vibrator	\$60.15	15J	11P	8Y	View
King	Laborers	Vinyl Seamer	\$59.07	15J	11P	8Y	View
King	Laborers	Watchman	\$45.51	15J	11P	8Y	View
King	Laborers	Welder	\$60.15	15J	11P	8Y	View
King	Laborers	Well Point Laborer	\$60.15	15J	11P	8Y	View
King	Laborers	Window Washer/Cleaner	\$45.51	15J	11P	8Y	View
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$59.07	15J	11P	8Y	View
King	Laborers - Underground Sewer & Water	Pipe Layer	\$60.15	15J	11P	8Y	View
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	15J	11P	8Y	View
King	Landscape Construction	Landscape Operator	\$82.25	15J	11G	8X	View
King	Landscape Maintenance	Groundskeeper	\$17.87		1		View
King	Lathers	Journey Level	\$75.73	15O	11S		View
King	Marble Setters	Journey Level	\$69.07	7E	1N		View
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	15I	11E		View
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	15I	11E		View
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	15I	11E		View
King	Metal Fabrication (In Shop)	Welder/Burner	\$39.28	15I	11E		View
King	Millwright	Journey Level	\$76.51	15J	4C		View
King	Modular Buildings	Cabinet Assembly	\$16.28		1		View
King	Modular Buildings	Electrician	\$16.28		1		View

King	Modular Buildings	Equipment Maintenance	\$16.28		<u>1</u>		View
King	Modular Buildings	Plumber	\$16.28		<u>1</u>		View
King	Modular Buildings	Production Worker	\$16.28		<u>1</u>		View
King	Modular Buildings	Tool Maintenance	\$16.28		<u>1</u>		View
King	Modular Buildings	Utility Person	\$16.28		<u>1</u>		View
King	Modular Buildings	Welder	\$16.28		<u>1</u>		View
King	Painters	Journey Level	\$51.71	<u>6Z</u>	<u>11J</u>		View
King	Pile Driver	Crew Tender	\$80.82	<u>15J</u>	<u>4C</u>		View
King	Pile Driver	Journey Level	\$75.41	<u>15J</u>	<u>4C</u>		View
King	Plasterers	Journey Level	\$70.91	<u>7Q</u>	<u>1R</u>		View
King	Plasterers	Nozzleman	\$74.91	<u>7Q</u>	<u>1R</u>		View
King	Playground & Park Equipment Installers	Journey Level	\$16.28		<u>1</u>		View
King	Plumbers & Pipefitters	Journey Level	\$103.19	<u>6Z</u>	<u>1G</u>		View
King	Power Equipment Operators	Asphalt Plant Operators	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Assistant Engineer	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Boat Operator	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Bobcat	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Brooms	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Bump Cutter	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Cableways	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Chipper	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Compressor	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Conveyors	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$86.48	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View

King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	7A	11H	8X	View
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H	8X	View
King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators	Crusher	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Derricks, On Building Work	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Dozers D-9 & Under	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Drilling Machine	\$84.46	15J	11G	8X	View
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Gradechecker/Stakeman	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Guardrail Punch	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H	8X	View
King	Power Equipment Operators	Leverman	\$85.33	15J	11G	8X	View
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$83.62	15J	11G	8X	View

King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Loaders, Plant Feed	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Locomotives, All	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Material Transfer Device	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$84.46	15J	11G	8X	View
King	Power Equipment Operators	Motor Patrol Graders	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	7A	11H	8X	View
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$84.77	7A	11H	8X	View
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$83.95	7A	11H	8X	View
King	Power Equipment Operators	Pavement Breaker	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Posthole Digger, Mechanical	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Power Plant	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Pumps - Water	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Rigger and Bellman	\$78.95	7A	11H	8X	View
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$82.56	7A	11H	8X	View
King	Power Equipment Operators	Rollagon	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Saws - Concrete	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$83.62	15J	11G	8X	View

King	Power Equipment Operators	Service Engineers: Equipment	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$84.46	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$85.33	15J	11G	8X	View
King	Power Equipment Operators	Slipform Pavers	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Subgrader Trimmer	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Tower Bucket Elevators	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	7A	11H	8X	View
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$84.77	7A	11H	8X	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$86.48	7A	11H	8X	View
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Trenching Machines	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	7A	11H	8X	View
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Welder	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Yo Yo Pay Dozer	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$83.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-	Brokk - Remote Demolition	\$78.65	15J	11G	8X	View

	Underground Sewer & Water	Equipment					
King	Power Equipment Operators-Underground Sewer & Water	Brooms	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$86.48	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$78.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$83.20	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Crusher	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$82.88	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$84.46	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Leverman	\$85.33	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$84.46	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$84.77	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$83.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$78.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$82.56	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$82.88	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$84.46	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$85.33	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$84.77	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$86.48	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$82.88	15J	11G	8X	View
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View

King	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A	View
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A	View
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A	View
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A	View
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$95.89	6Z	1G	View
King	Residential Brick Mason	Journey Level	\$69.07	7E	1N	View
King	Residential Carpenters	Journey Level	\$36.44		1	View
King	Residential Cement Masons	Journey Level	\$46.64		1	View
King	Residential Drywall Applicators	Journey Level	\$74.96	15J	4C	View
King	Residential Drywall Tapers	Journey Level	\$36.36		1	View
King	Residential Electricians	Journey Level	\$48.80		1	View
King	Residential Glaziers	Journey Level	\$28.93		1	View
King	Residential Insulation Applicators	Journey Level	\$28.18		1	View
King	Residential Laborers	Journey Level	\$29.73		1	View
King	Residential Marble Setters	Journey Level	\$27.38		1	View
King	Residential Painters	Journey Level	\$23.47		1	View
King	Residential Plumbers & Pipefitters	Journey Level	\$45.40		1	View
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$96.42	7F	1E	View
King	Residential Sheet Metal Workers	Journey Level	\$96.42	7F	1E	View
King	Residential Soft Floor Layers	Journey Level	\$57.11	5A	3J	View
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$63.61		1	View
King	Residential Stone Masons	Journey Level	\$69.07	7E	1N	View
King	Residential Terrazzo Workers	Journey Level	\$62.36	7E	1N	View
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		1	View
King	Residential Tile Setters	Journey Level	\$21.04		1	View
King	Roofers	Journey Level	\$64.45	5A	3H	View
King	Roofers	Using Irritable Bituminous Materials	\$67.39	5A	3H	View
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$96.42	7F	1E	View
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$51.85	7X	4J	View
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	7X	4J	View
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$43.16	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Electrician	\$51.85	7X	4J	View
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.15	15H	11C	View
King	Shipbuilding & Ship Repair	New Construction Laborer	\$51.85	7X	4J	View
King	Shipbuilding & Ship Repair	New Construction Machinist	\$51.85	7X	4J	View

King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$43.16	<u>7V</u>	<u>1</u>		View
King	Shipbuilding & Ship Repair	New Construction Painter	\$51.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Rigger	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$43.16	<u>7V</u>	<u>1</u>		View
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$51.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Sign Makers & Installers (Electrical)	Journey Level	\$58.04	<u>0</u>	<u>1</u>		View
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$37.08	<u>0</u>	<u>1</u>		View
King	Soft Floor Layers	Journey Level	\$66.32	<u>15J</u>	<u>4C</u>		View
King	Solar Controls For Windows	Journey Level	\$16.28		<u>1</u>		View
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$95.49	<u>5C</u>	<u>1X</u>		View
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.28		<u>1</u>		View
King	Stone Masons	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		<u>1</u>		View
King	Surveyors	Assistant Construction Site Surveyor	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Chainman	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Construction Site Surveyor	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Ground Penetrating Radar Operator	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Telecommunication Technicians	Journey Level	\$65.66	<u>7E</u>	<u>1E</u>		View

King	Telephone Line Construction - Outside	Cable Splicer	\$40.36	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.92	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$33.74	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Lineperson	\$38.15	<u>5A</u>	<u>2B</u>		View
King	Terrazzo Workers	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		View
King	Tile Setters	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		View
King	Tile, Marble & Terrazzo Finishers	Finisher	\$53.19	<u>7E</u>	<u>1N</u>		View
King	Traffic Control Stripers	Journey Level	\$89.54	<u>15L</u>	<u>1K</u>		View
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$74.02	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck	\$74.02	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck & Trailer	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Other Trucks	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers - Ready Mix	Transit Mix	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		<u>1</u>		View
King	Well Drillers & Irrigation Pump Installers	Oiler	\$16.28		<u>1</u>		View
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>		View

APPENDIX A:
PLANS
(REDUCED, 11X17)

CITY OF KIRKLAND



2024 ANNUAL REPLACEMENT OF AGING AND FAILING INFRASTRUCTURE

BID SET

JUNE 5, 2024

JOB NO. 23-24-PW

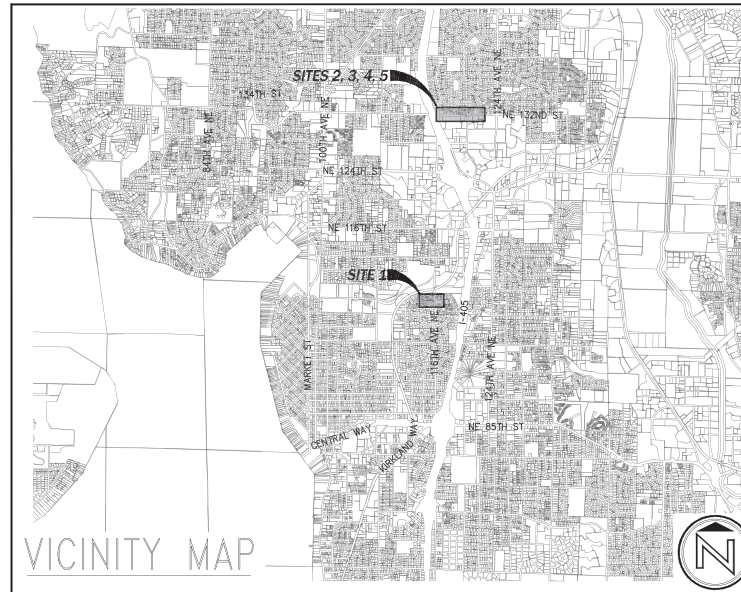
CIP NO. SDC0470024

CITY OFFICIALS

KELLI CURTIS JAY ARNOLD NEAL BLACK PENNY SWEET AMY FALCONE JOHN TYMCZYSHYN JON PASCAL KURT TRIPLETT TRUC DEVER ROD STEITZER, P.E.	MAYOR DEPUTY MAYOR COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER CITY MANAGER PUBLIC WORKS DIRECTOR CAPITAL PROJECTS MANAGER
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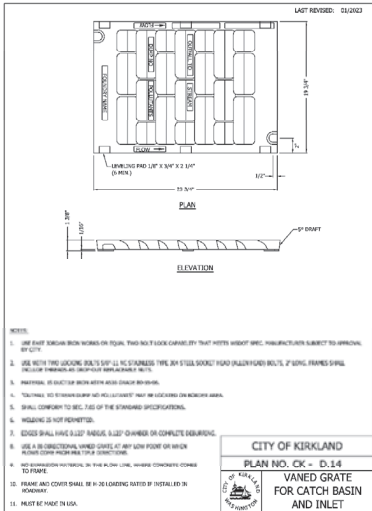
CONTACT PERSONNEL

NAME	AGENCY	PHONE
BENJAMIN MAHONY	COK ASSOCIATE PROJECT ENGINEER	425.587.3248
EVAN HEIMBUCH	COK PROJECT INSPECTOR	425.410.4606
RYAN FOWLER	COK STREETS & GROUNDS DEPARTMENT	425.587.3900
JASON OSBORN	COK STORMWATER DEPARTMENT	425.587.3900
TOM CHRIEST	COK UTILITIES DEPARTMENT	425.587.3900
DISPATCH	COK POLICE DEPARTMENT	425.587.3400
DISPATCH	COK FIRE DEPARTMENT	425.864.3650
DISPATCH	COK SPILL RESPONSE HOTLINE	425.587.3900
KIARA SKYE	PUGET SOUND ENERGY (GAS)	425.480.2925
KIARA SKYE	PUGET SOUND ENERGY (ELECTRIC)	425.480.2925
CHERYL SCHNEIDER	ZIPLY	425.949.0230
JAMES MARTIN	COMCAST CABLE	253.508.9127
RUSTY PERDIEU	ZAYO	706.889.6967
GEORGE MATOTE	NORTHSHORE UTILITY DISTRICT	425.398.4431
CHRISTIAN HOFFMAN	WOODINVILLE WATER DISTRICT	425.487.4104
DAVID FREEMAN, SR.	KING COUNTY METRO	206.684.2732
LARA DEGOOYER	LAKE WASHINGTON SCHOOL DISTRICT	425.936.1133
	ONE CALL UTILITY EMERGENCY	800.424.5555 911

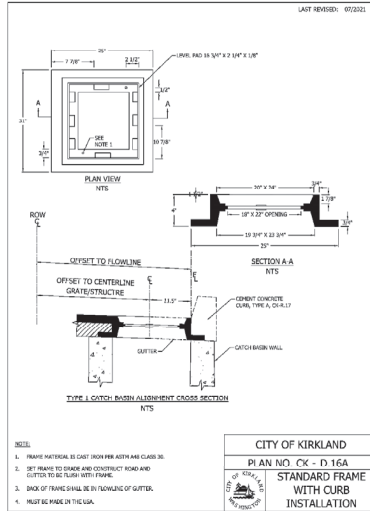


INDEX OF DRAWINGS

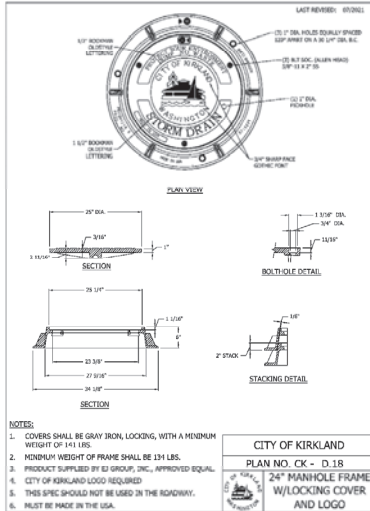
SHEET	DWG.	DESCRIPTION
1	00.00	COVER
2	00.01	LEGEND, NOTES, AND ABBREVIATIONS
3	00.02	CITY OF KIRKLAND STANDARD PLAN NOTES
4	C3.01	STORM DRAINAGE PLAN - SITE 1
5	C3.02	STORM DRAINAGE PLAN - SITE 2
6	C3.03	STORM DRAINAGE PLAN - SITE 3, 4, 5
7	C3.100	CITY OF KIRKLAND PRE-APPROVED PLANS



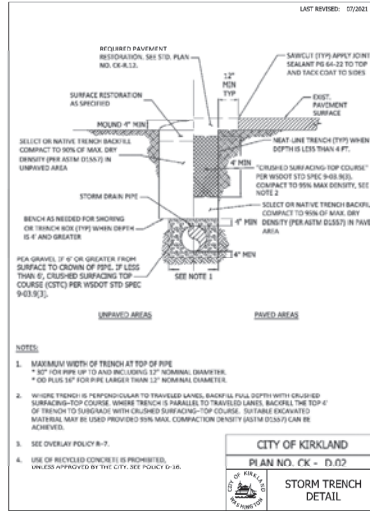
CITY OF KIRKLAND
PLAN NO. CK - D.14
VANED GRATE
FOR CATCH BASIN
AND INLET



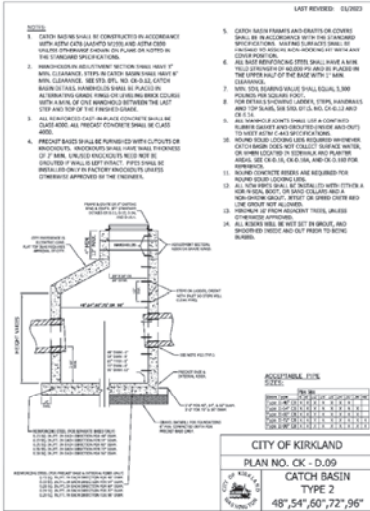
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STANDARD FRAME
WITH CURB
INSTALLATION



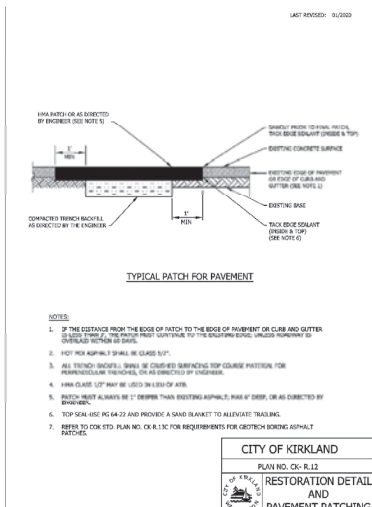
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PLAN NO. CK - D.18
24" MANHOLE FRAME
W/LOCKING COVER
AND LOGO



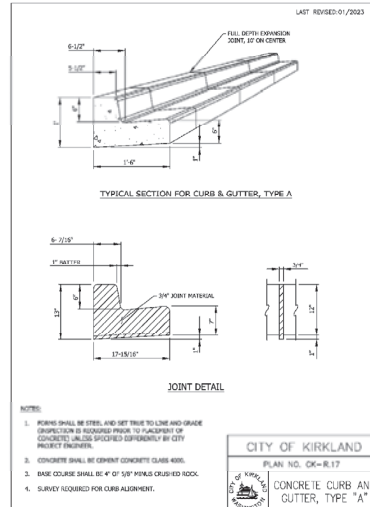
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PLAN NO. CK - D.17
STORM TRENCH
DETAIL



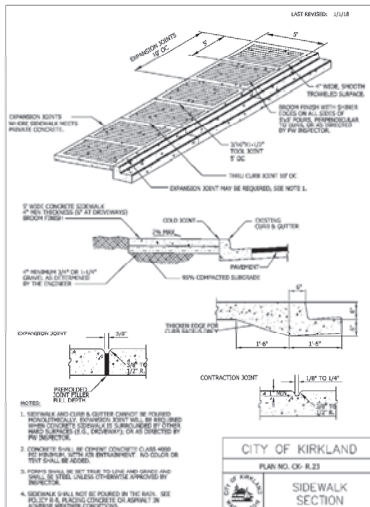
CITY OF KIRKLAND
PLAN NO. CK - D.09
CATCH BASIN
TYPE 2
48" x 54" x 60" x 72" x 96"



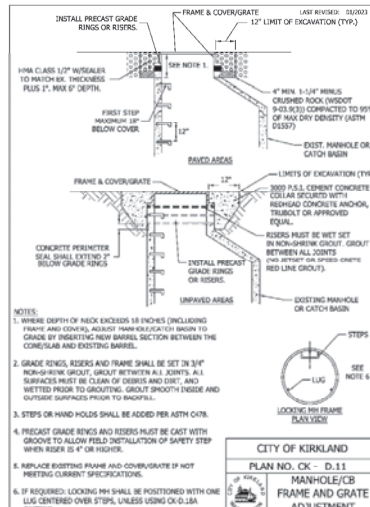
CITY OF KIRKLAND
PLAN NO. CK - R.13
RESTORATION DETAIL
AND
PAVEMENT PATCHING



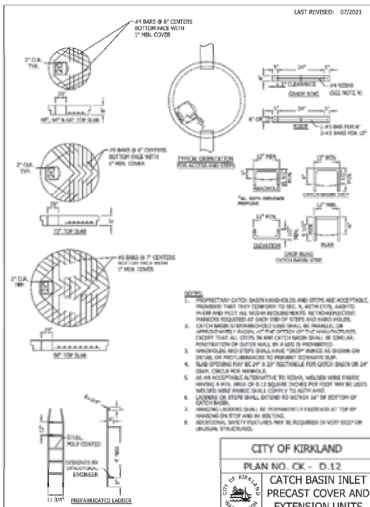
CITY OF KIRKLAND
PLAN NO. CK - R.17
CONCRETE CURB AND
GUTTER, TYPE "A"



CITY OF KIRKLAND
PLAN NO. CK - R.23
SIDEWALK
SECTION



CITY OF KIRKLAND
PLAN NO. CK - D.11
MANHOLE/CB
FRAME AND GRATE
ADJUSTMENT



CITY OF KIRKLAND
PLAN NO. CK - D.12
CATCH BASIN INLET
PRECAST COVER
AND EXTENSION UNITS

Project: 2024 Annual Replacement of Aging and Failing Infrastructure
 Date: 6/5/24
 Author: [Name]
 Checker: [Name]

CIP NO.	JOB NO.	ENGR.	REVIEW	SCALE	DATE
SDC0470024	23-24-PW	CMJ/MJH	MJH	AS NOTED	6/5/24
0	BID SET REVISION	MJH	MJH		6/5/24
NO.		BY	REVIEW		DATE



CITY OF KIRKLAND
PUBLIC WORKS DEPARTMENT
 123 FIFTH AVENUE KIRKLAND, WA
 KIRKLAND, WA 98033-6189 (206)828-1243
 (206)828-1243

2024 ANNUAL REPLACEMENT OF AGING AND FAILING INFRASTRUCTURE
 CITY OF KIRKLAND PRE-APPROVED PLANS
 DRAWING REF. NO. C3.100
 SHEET 7 OF 7

APPENDIX B: PERMITS

REQUIRED TREE PERMITS WILL BE SECURED BY CITY AND PROVIDED VIA SUBSEQUENT ADDENDA.

**APPENDIX C:
EXISTING EASEMENTS,
AS-BUILTS**

THE INFORMATION PROVIDED IN THIS APPENDIX REPRESENTS AVAILABLE RECORD INFORMATION FOR THE WORK SITES, INCLUDING COPIES OF PLATS WITH ESTABLISHED EASEMENT DESCRIPTIONS AND ENGINEERING AS-BUILT DRAWINGS. THE ELEVATION DATUMS ON THESE DOCUMENTS DIFFERS FROM CURRENT CITY STANDARDS AND THE DATA SHOWN ON THE PLANS. THE ACCURACY OF THE INFORMATION CONTAINED IN THESE DOCUMENTS HAS NOT BEEN VERIFIED WITH ACTUAL FIELD CONDITIONS. THESE DOCUMENTS ARE PROVIDED AS ADDITIONAL INFORMATION FOR CONVENIENCE AND REFERENCE ONLY AND ARE NOT INTENDED TO BE RELIED UPON FOR CONSTRUCTION.

HIDDEN HILLS OF KIRKLAND DIV. 2

A REPLAT OF PORTIONS OF TRACTS 33, 34, 35 & 36 KIRKLAND-JUANITA ACRE TRACTS

SECTION 32, TWP. 26 N., R. 5 E., W.M.

CITY OF KIRKLAND
KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

THIS PLAT OF HIDDEN HILLS OF KIRKLAND DIVISION 2, DESCRIBED AS FOLLOWS:

PARCEL 1

THAT PORTION OF TRACTS 35 AND 36, KIRKLAND-JUANITA ACRE TRACTS AS RECORDED IN VOL. 16, PAGE 63, RECORDS OF KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 36; THENCE N 88°40'02" W, ALONG THE NORTH LINE OF SAID TRACT 36, 261.04 FEET; THENCE S 0°36'49" W, 242.27 FEET; THENCE S 31°56'29" W, 101.93 FEET; THENCE N 88°40'02" W, 50.00 FEET; THENCE S 0°30'03" W, 80.00 FEET; THENCE S 11°52'44" E, 84.92 FEET; THENCE S 22°42'17" E, 53.53 FEET; THENCE S 0°30'03" W, 79.99 FEET TO THE NORTH MARGIN OF NE 104th ST; THENCE ALONG THE SAID NORTH MARGIN S 88°43'50" E, 325.38 FEET; THENCE N 0°30'03" E, ALONG THE WEST MARGIN OF 116th AVE NE, 620.82 FEET AND THE POINT OF BEGINNING.

PARCEL 2

THAT PORTION OF TRACTS 33 AND 34, KIRKLAND-JUANITA ACRE TRACTS AS RECORDED IN VOL. 16, PAGE 63, RECORDS OF KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 34; THENCE S 0°30'03" W, ALONG THE WEST MARGIN OF 116th AVE NE 242.70 FEET; THENCE N 89°29'57" W, 110.00 FEET; THENCE S 0°30'03" W, 84.00 FEET TO THE NORTH LINE OF THE PLAT OF HIDDEN HILLS OF KIRKLAND AS RECORDED IN VOL. 94, PAGE 34, RECORDS OF KING COUNTY, WASHINGTON, THENCE N 89°29'57" W, ALONG THE NORTH LINE OF SAID PLAT OF HIDDEN HILLS OF KIRKLAND, 85.50 FEET; THENCE N 83°15'11" W ALONG THE NORTH LINE OF SAID PLAT OF HIDDEN HILLS OF KIRKLAND 74.99 FEET; THENCE N 45°45'44" W ALONG THE NORTH LINE OF THE SAID PLAT OF HIDDEN HILLS OF KIRKLAND 39.16 FEET; THENCE N 0°30'03" E, 120.00 FEET; THENCE N 27°36'15" E, 84.20 FEET; THENCE N 0°30'03" E, 100.00 FEET TO THE SOUTH MARGIN OF NE 104th ST; THENCE S 88°43'50" E ALONG THE SOUTH MARGIN OF NE 104th ST 260.00 FEET THE POINT OF BEGINNING.

RESTRICTIONS

NO LOT OR PORTION OF A LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT IN WHICH LOCATED.

EASEMENT PROVISION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND POWER AND LIGHT AND TO GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., AND THEIR SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 7 FEET, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLE, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVICE TO THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND TELEPHONE SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES STATED.
ALSO ALL LOTS SHALL BE SUBJECT TO AN EASEMENT 2.5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES AND 5 FEET IN WIDTH PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES FOR PURPOSES OF UTILITIES AND DRAINAGE.
NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE, CATV, FIRE, OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OUTSIDE THE BUILDINGS THEREON UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO THE BUILDING.

SURVEYOR CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF Hidden Hills of Kirkland Div 2 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 32, TOWNSHIP 26 N., RANGE 5 E.. THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS HAVE BEEN SET AND THE LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATING ORDINANCE.

Verl L. Long
VERL L. LONG, PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO: 14076

APPROVALS

APPROVED BY THE CITY OF KIRKLAND PLANNING COMMISSION THIS 11 DAY OF March, 1977.

James Hill PLANNING DIRECTOR CHAIRMAN

APPROVED BY THE KIRKLAND CITY COUNCIL THIS 11 DAY OF March, 1977.

Tom Anderson CLERK, CITY OF KIRKLAND Paul Klein MAYOR, CITY OF KIRKLAND

EXAMINED AND APPROVED THIS 8 DAY OF MARCH, 1977.

DEPARTMENT OF PUBLIC WORKS Arthur E. Fournier DIRECTOR

EXAMINED AND APPROVED THIS 16 DAY OF MARCH, 1977.

DEPARTMENT OF ASSESSMENTS A. Martin DEPUTY KING COUNTY ASSESSOR Harley H. Hoppe KING COUNTY ASSESSOR

CITY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL.

THIS 23 DAY OF MARCH, 1977.
Tom Anderson TREASURER, CITY OF KIRKLAND

COUNTY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID. THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION, AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN DEDICATED AS STREETS, ALLEYS, OR FOR OTHER PUBLIC USE ARE PAID IN FULL.

THIS 23 DAY OF MARCH, 1977.
DEPUTY KING COUNTY TREASURER KING COUNTY TREASURER

RECORDING CERTIFICATE 7803230783

FILED FOR RECORD AT THE REQUEST OF THE CITY OF KIRKLAND THIS 23 DAY OF MARCH 1977, AT 24 MINUTES PAST 2:00 P.M., AND RECORDED IN VOLUME 106 OF PLATS, ON PAGE 53-55, RECORDS OF KING COUNTY, WASHINGTON.
Clint G. Elsom MANAGER Paul H. Shure SUPERINTENDENT OF RECORDS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES SHOWN THEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND THE AVENUES SHOWN HEREON.
IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

JAMES G. RODGERS James A. Rodgers LYNN P. RODGERS Lynn P. Rodgers
JAMES B. MACDONALD James B. Macdonald MARGARET R. MACDONALD Margaret R. Macdonald
DONALD S. HILL Donald S. Hill PATRICIA A. HILL Patricia A. Hill
SECURITIES INTERMOUNTAIN, INC. William J. Mansfield AND Ludney Betty
EQUITABLE SAVINGS AND LOAN ASSOCIATION G. R. Kepler AND Daniel W. James

HIDDEN HILLS OF KIRKLAND DIV. 2

A REPLAT OF PORTIONS OF TRACTS 33, 34, 35 & 36 KIRKLAND-JUANITA ACRE TRACTS
SECTION 32, TWP. 26 N., R. 5 E., W.M.
CITY OF KIRKLAND
KING COUNTY, WASHINGTON

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF KING)^{SS}

THIS IS TO CERTIFY THAT ON THIS 6th DAY OF APRIL 1977, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED James G. Rodgers AND Liam P. Rodgers TO ME KNOWN TO BE THE INDIVIDUALS WHO EXECUTED THE WITHIN DEDICATION, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.
WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Ronald R. Baker
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT KIRKLAND

STATE OF WASHINGTON)
COUNTY OF KING)^{SS}

THIS IS TO CERTIFY THAT ON THIS 11th DAY OF MAY 1977 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED G.R. KEPLER VICE PRESIDENT THE DAVID M. JAMES ASST VICE PRES. RESPECTIVELY OF EQUITABLE SAVINGS & LOAN ASSOCIATION AN OREGON CORPORATION, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AND ACKNOWLEDGED TO ME THAT HE SIGNED AND SEALED THE SAME AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATION SEAL OF SAID CORPORATION.
WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Ginnie Wynn
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Bathell

STATE OF WASHINGTON)
COUNTY OF KING)^{SS}

THIS IS TO CERTIFY THAT ON THIS 4 DAY OF MAY 1977, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED JAMES B. MACDONALD AND MARGARET R. MACDONALD TO ME KNOWN TO BE THE INDIVIDUALS WHO EXECUTED THE WITHIN DEDICATION, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.
WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Shirley J. Jasper
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT KIRKLAND

STATE OF WASHINGTON)
COUNTY OF KING)^{SS}

THIS IS TO CERTIFY THAT ON THIS 6 DAY OF MAY 1977, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED Donna S. Hill AND Patricia A. Hill TO ME KNOWN TO BE THE INDIVIDUALS WHO EXECUTED THE WITHIN DEDICATION, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.
WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Shirley J. Jasper
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT KIRKLAND

STATE OF WASHINGTON)
COUNTY OF KING)^{SS}

THIS IS TO CERTIFY THAT ON THIS 2nd DAY OF MARCH 1977, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED ALFRED MEINWOLD AND Audrey Getty THE ASST VICE PRESIDENT AND ASST SECRETARY RESPECTIVELY OF SECURITIES INTERMOUNTAIN, INC. AN OREGON CORPORATION, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AND ACKNOWLEDGED TO ME THAT HE SIGNED AND SEALED THE SAME AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATION SEAL OF SAID CORPORATION.
WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Mary L. Hanna
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT REDMOND

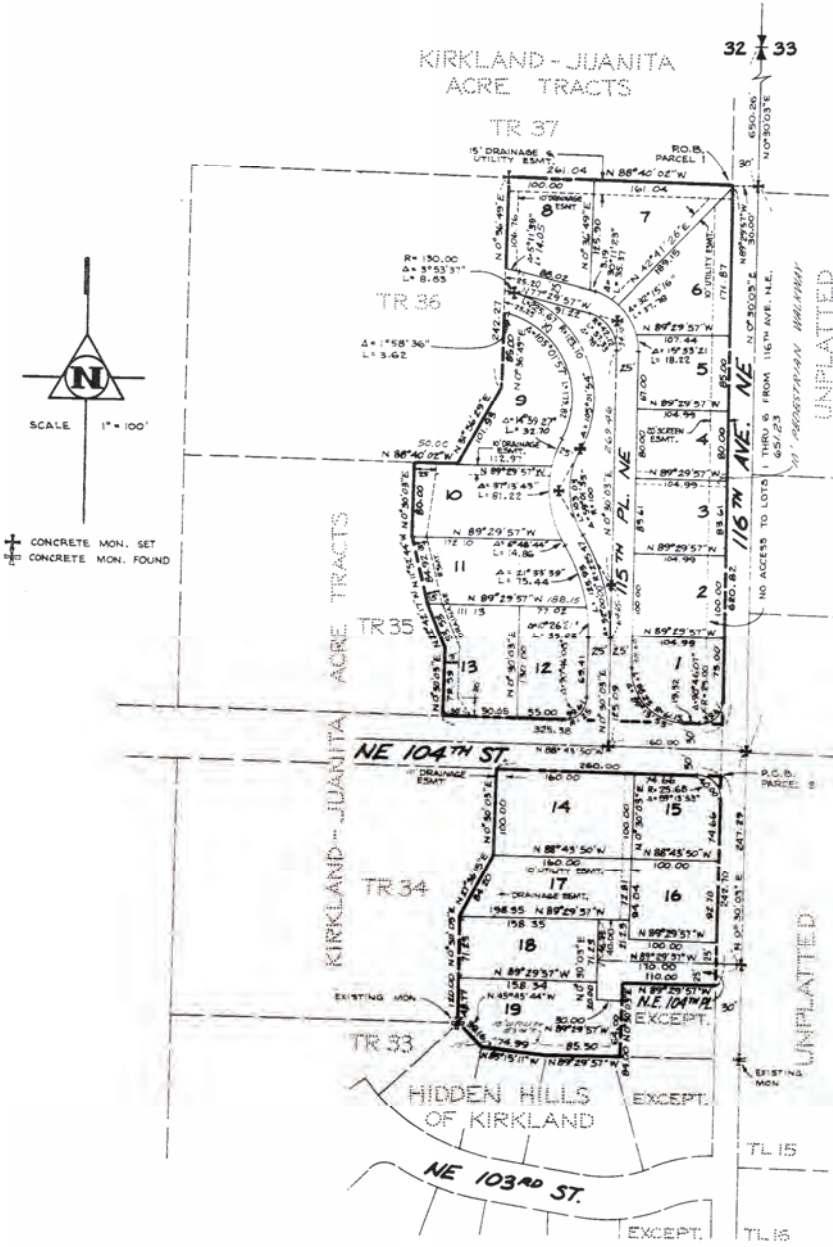
Copy

HIDDEN HILLS OF KIRKLAND DIV. 2

A REPLAT OF PORTIONS OF TRACTS 33, 34, 35 & 36 KIRKLAND-JUANITA ACRE TRACTS

SECTION 32, TWP. 26 N., R. 5 E., W.M.

CITY OF KIRKLAND
KING COUNTY, WASHINGTON



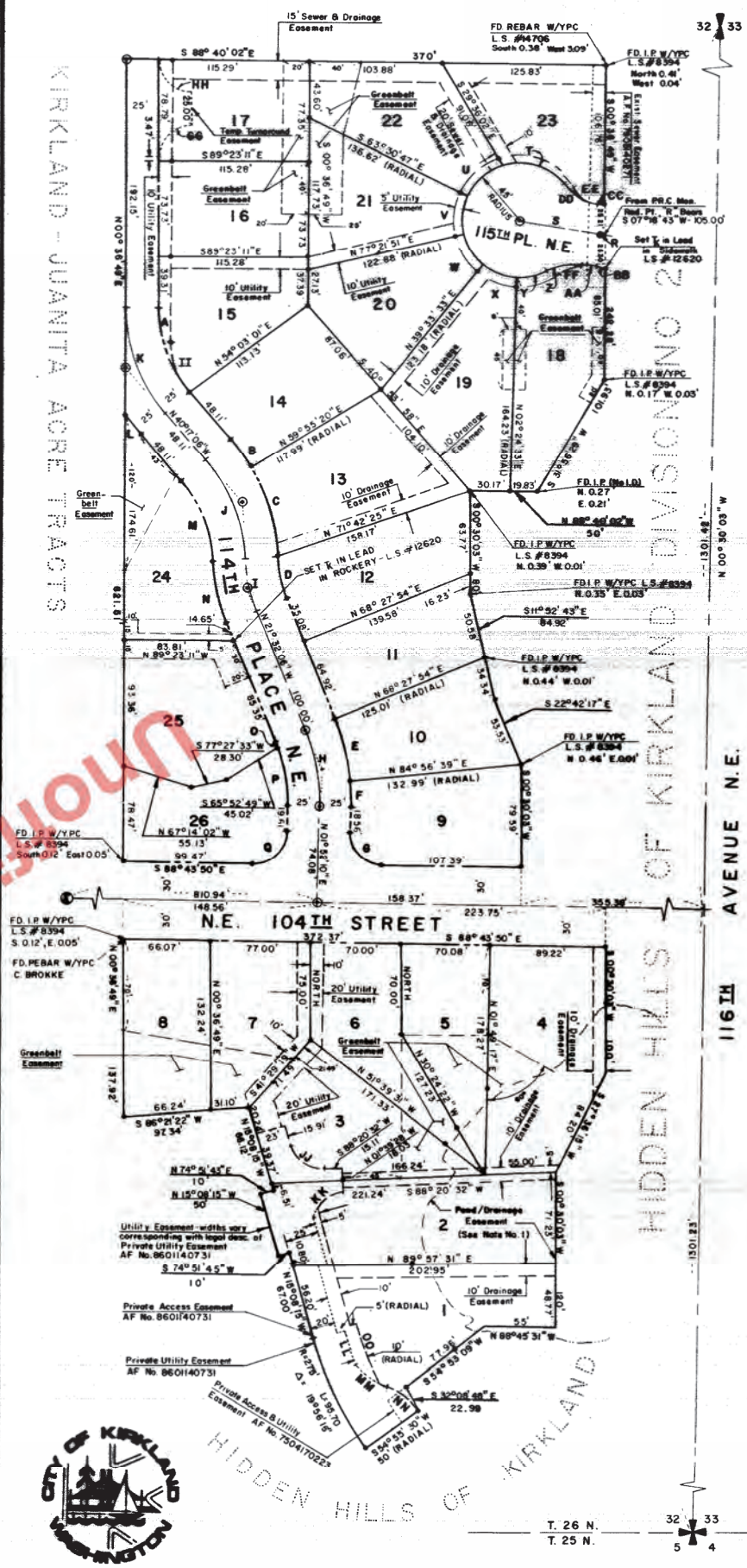
NOTE: IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF LOTS 1 THROUGH 14 TO MAINTAIN THE PLANTER ISLANDS IN FRONT OF SAID LOTS. ALL LOTS TO HAVE ACCESS FROM INTERIOR PLAT ROADS.

Copy

THE CEDARS

IN
THE NE 1/4 SE 1/4 AND SE 1/4 SE 1/4
SECTION 32, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M.
CITY OF KIRKLAND, KING COUNTY, WASHINGTON.

KIRKLAND - JUANITA ACRE TRACTS



LOT	BEARING	AREA	AC. TOTAL	PERCENT
A	40° 53' 55"	100.00	71.38	37.29
B	10° 12' 26"	150.00	26.72	13.40
C	27° 47' 34"	150.00	72.76	37.11
D	19° 15' 00"	100.00	33.60	16.96
E	16° 28' 45"	175.00	50.33	25.34
F	06° 55' 31"	175.00	21.15	10.59
G	90° 36' 00"	25.00	39.53	25.26
H	23° 36' 16"	150.00	61.27	31.07
I	19° 15' 00"	125.00	42.80	21.20
J	30° 00' 00"	125.00	82.90	43.04
K	40° 53' 55"	125.00	89.23	46.61
L	07° 20' 29"	150.00	19.22	9.62
M	30° 00' 00"	100.00	66.32	34.43
N	19° 15' 00"	150.00	50.40	25.44
O	04° 46' 56"	125.00	10.43	5.22
P	18° 37' 20"	125.00	40.63	20.49
Q	09° 24' 00"	25.00	39.01	20.00
R	01° 17' 45"	130.00	2.94	1.47
S	07° 23' 11"	500.00	64.46	32.27
T	68° 34' 48"	45.00	53.86	27.46
U	46° 22' 46"	45.00	36.43	18.22
V	39° 07' 22"	45.00	30.73	15.37
W	37° 48' 18"	45.00	29.69	15.41
X	37° 00' 00"	45.00	29.18	15.12
Y	29° 33' 29"	45.00	23.21	11.87
Z	35° 44' 11"	46.13	28.77	14.87
AA	01° 16' 32"	525.00	11.69	5.84
BB	03° 13' 00"	105.00	5.89	2.95
CC	00° 37' 47"	475.00	5.22	2.61
DD	43° 30' 19"	40.45	30.72	16.14
EE	51° 39' 31"	25.00	22.54	12.10
FF	45° 12' 29"	25.00	19.73	10.41
GG	90° 00' 00"	25.00	39.27	25.00
HH	90° 43' 09"	25.00	39.59	25.32
II	40° 53' 55"	59.04	42.14	22.01
JJ	76° 31' 13"	25.00	33.39	19.72
KK	77° 38' 03"	25.00	33.87	20.11
LL	06° 50' 14"	250.00	29.83	14.93
MM	33° 56' 14"	50.00	29.62	15.26
NN	35° 25' 13"	50.00	30.91	15.97
OO	11° 43' 44"	240.00	49.13	24.65

BASIS OF BEARINGS

EAST LINE SE 1/4 SEC.32 = N 00° 30' 03" W
PER PLAT OF HIDDEN HILLS OF KIRKLAND

KEY TO SYMBOLS

- SEC. CORNER - FOUND MON. IN CASE
- 1/4 SEC. CORNER - FOUND MON.
- 1/16 CORNER - FOUND MON. IN CASE
- SET MONUMENT IN CASE (BRASS CAP IN CONC.)
- SET #5 REBAR W/YPC #12620 UNLESS OTHERWISE SPECIFIED

NOTES

1. Limits of Pond/Drainage Easement defined by contour line 0.2 feet above crest of outlet weir at North end of pond.
2. Unless otherwise indicated, all distances are "Property corner to property corner" and not necessarily between rebars.
3. Lots No. 16, 17, 19, 21, 22, 23, 24, 25, & 26 contain regulated slopes and additional permits may be required by the City of Kirkland before building permits can be issued.
4. No driveway access to N.E. 104th Street from Lots No. 9 or 26 permitted.



T. 26 N.
T. 25 N.



SCALE: 1" = 60'



THE CEDARS

IN

THE NE 1/4 SE 1/4 AND SE 1/4 SE 1/4

SECTION 32, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M.

CITY OF KIRKLAND, KING COUNTY, WASHINGTON.

APPROVALS

Approved by the Kirkland City Council this 5th day of February, 1986

Attest: James J. Perry Lois Cooper

Examined and approved this 23rd day of January, 1986
DEPARTMENT OF PUBLIC WORKS

Larry Laise
City Engineer (Director)

CITY TREASURER CERTIFICATE

I hereby certify that there are no delinquent Local Improvement Assessments and that all special assessments on any of the property herein contained, dedicated as streets or for other public use are paid in full this 23rd day of January, 1986
DEPARTMENT OF ADMINISTRATION AND FINANCE

Tom Hudson
Treasurer, City of Kirkland



FINANCE DIRECTOR CERTIFICATE

I hereby certify that all property taxes are paid, that there are no delinquent Special Assessments certified to this office for collection and that all special assessments certified to this office for collection on any of the property herein contained, dedicated as streets or for other public use are paid in full this _____ day of _____, 1986
OFFICE OF FINANCE

Robert W. Green, Jr. Director
Julie E. Lindsey Deputy

CITY OF KIRKLAND DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

Examined, reviewed and approved by the City of Kirkland pursuant to the Provisions of Title 22 (Land Subdivision) Kirkland Municipal Code this 5th day of February, 1986

Jeff W. Toran
Director, Department of Planning and Community Development

DEPARTMENT OF ASSESSMENT

Examined and approved this 11 day of FEBRUARY, 1986

Ruth E. Boden - R. Mouton, Deputy
King County Assessor

RECORDER'S CERTIFICATE 8602110354

Filed for record at the request of the City of Kirkland this 11 day of FEB., 1986, at 50 minutes past 9AM and recorded in Volume 133 of plats, pages 14-16, records of King County, Washington.

DIVISION OF RECORDS AND ELECTIONS

Ellen Hansen Manager
Mike Hise Supt. of Records

ACKNOWLEDGEMENTS, DECLARATION, DEDICATION AND RESTRICTIONS (R.C.W.) 58.17.165

DEDICATION

Know all people by these presents that we, the undersigned, owners in fee simple of the land hereby platted, hereby declare this plat to be the graphic representation of the plat made hereby, and do hereby dedicate to the use of the public forever all streets and avenues not shown as private hereon and dedicate the use thereof for public highway purposes, and also dedicate to the use of the public all the easements and tracts shown on this plat for all public purposes as indicated thereon, including but not limited to parks, open space, utilities and drainage unless such easements or tracts are specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public.

This dedication is made with the free consent and in accordance with the desires of said owners. IN WITNESS WHEREOF we have set our hands and seals.

William Revercomb
WILLIAM REVERCOMB, Vice-President
Savings Bank of Puget Sound
M. Scott Moulton
M. SCOTT MOULTON

Thomas D. Archey
THOMAS D. ARCHY, Vice-President
Meyer Investments, Inc.

Alan Harris
ALAN HARRIS, Mgr. Customer Services
Pacific First Federal Savings Bank
Ethel Dean Moulton
ETHEL DEAN MOULTON

ACKNOWLEDGEMENTS

State of Washington }
County of King } ss

This is to certify that on this 23rd day of JANUARY, 1986, before me, the undersigned, a notary public, personally appeared WILLIAM REVERCOMB and M. SCOTT MOULTON, to me known to be the VICE PRESIDENT and SAVINGS BANK OF PUGET SOUND, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal the day and year first above written.

John M. Zwick
Notary Public in and for the State of Washington
Residing at: KIRKLAND

State of Washington }
County of King } ss

This is to certify that on this _____ day of _____, 1986, before me, the undersigned, a notary public, personally appeared _____ and _____, to me known to be the _____ and _____, respectively, of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal the day and year first above written.

Notary Public in and for the State of Washington
Residing at: _____

SURVEYOR CERTIFICATE

I hereby certify that this plat of THE CEDARS is based on an actual survey and subdivision of Section 32, Township 26N, Range 5E, W.M.; that the courses and distances are shown correctly hereon; that the monuments, lot and block corners as shown will be (have been) staked correctly on the ground as construction is completed; and that I have fully complied with the provisions of all platting and subdivision regulations.

John M. Zwick
Name _____ PLS.
Certificate No. 12620



NOTE: SEE PAGE 3 OF 3 FOR LEGAL DESCRIPTION, FURTHER ACKNOWLEDGEMENTS, RESTRICTIONS, AND EASEMENT PROVISIONS.

THE CEDARS

IN
THE NE 1/4 SE 1/4 AND SE 1/4 SE 1/4
SECTION 32, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.
CITY OF KIRKLAND, KING COUNTY, WASHINGTON.

LEGAL DESCRIPTION

PARCEL A:

Lot D of City of Kirkland Short Plat recorded under recording number 7501030456, being a portion of Lots 33 and 34, Kirkland-Juanita Acre Tracts, according to the plat thereof recorded in volume 16 of plats, page 63, in King County, Washington; and

That portion of Tracts 33 and 34, Kirkland-Juanita acre tracts, according to the plat thereof recorded in volume 16 of plats, page 63, in King County, Washington, described as follows:

BEGINNING at the Northeast corner of Lot 9, Hidden Hills of Kirkland, according to the plat thereof recorded in volume 94 of plats, pages 34 and 35, in King County, Washington, which is a point on a curve from which the radial center bears north 70° 41' 44" east 275.00 feet; thence Southeasterly along the arc of said curve, and the Easterly line of said lot 9 and its Southeasterly extension, concave to the left, 75.69 feet; thence North 54° 55' 30" East 35.00 feet to a point on a curve from which the radial center bears North 54° 55' 30" East 240.00 feet; thence Northwesterly along the arc of said curve concave to the right 83.51 feet; thence South 74° 51' 45" West 5.00 feet; thence North 15° 08' 15" West 117.00 feet; thence South 74° 51' 45" West 40.00 feet; thence South 15° 08' 15" East 50.00 feet; thence North 74° 51' 45" East 10.00 feet; thence South 15° 08' 45" East 67.00 feet to a point on a curve from which the radial center bears North 74° 51' 45" East 275.00 feet; thence Southeasterly along the arc of said curve concave to the left 20.00 feet to the point of beginning.

EXCEPT FROM SAID LOT D that portion lying within Hidden Hills of Kirkland Div. 2, according to the plat thereof recorded in volume 106 of plats, pages 53 through 55, inclusive, in King County, Washington;

AND EXCEPT that portion thereof conveyed to George V. Reynoldson and Anne E. Reynoldson, his wife, by deed recorded under recording number 7501150178 and 7505010342

PARCEL B:

Tracts 35 and 36, Kirkland-Juanita Acre Tracts, according to the plat thereof recorded in Volume 16 of plats, page 63, in King County, Washington;

EXCEPT portions thereof lying within Hidden Hills of Kirkland Div. 2, according to the plat thereof recorded in Volume 106 of Plats, pages 53 through 55, inclusive, in King County, Washington;

AND EXCEPT portions thereof lying within 115th Place Northeast.

ACKNOWLEDGEMENTS

State of Washington)
County of King) ss

This is to certify that on this 24th day of January, 1986, before me, the undersigned, a notary public, personally appeared Thomas D. Archey and _____, to me known to be the Vice President and _____ respectively, of Meyer Investments, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal the day and year first above written.

John M. Misachone
Notary Public in and for the State of Washington
Residing at Kirkland

State of Washington)
County of King) ss

This is to certify that on this 5th day of February, 1986, before me, the undersigned, a notary public, personally appeared M. Scott Mouton and Ethel Dora Mouton, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year first above written.

Ray M. Dunlap
Notary Public in and for the State of Washington
Residing at Kirkland

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to PUGET SOUND POWER AND LIGHT and to GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., and their successors and assigns, under and upon the exterior 7 feet, parallel with and adjoining the street frontage of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cable, and wires with necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated.

Also, all lots shall be subject to an easement 2.5 feet in width, parallel with and adjacent to all interior lot lines and 5 feet in width, parallel with and adjacent to all rear lot lines for purposes of utilities and drainage.

No lines or wires for the transmission of electric current or for telephone use, CATV, fire, or police signals, or for other purposes, shall be placed or permitted to be placed upon any lot outside the buildings thereon unless the same shall be underground or in conduit attached to the building.

GREENBELT EASEMENT PROVISIONS

Removal of deciduous trees 12 inches in diameter or greater and coniferous trees 8 inches in diameter or greater is not permitted within the boundaries of this easement, with the exception of ordinary maintenance and repair and minor improvements, all of which must be approved by the City of Kirkland.

RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

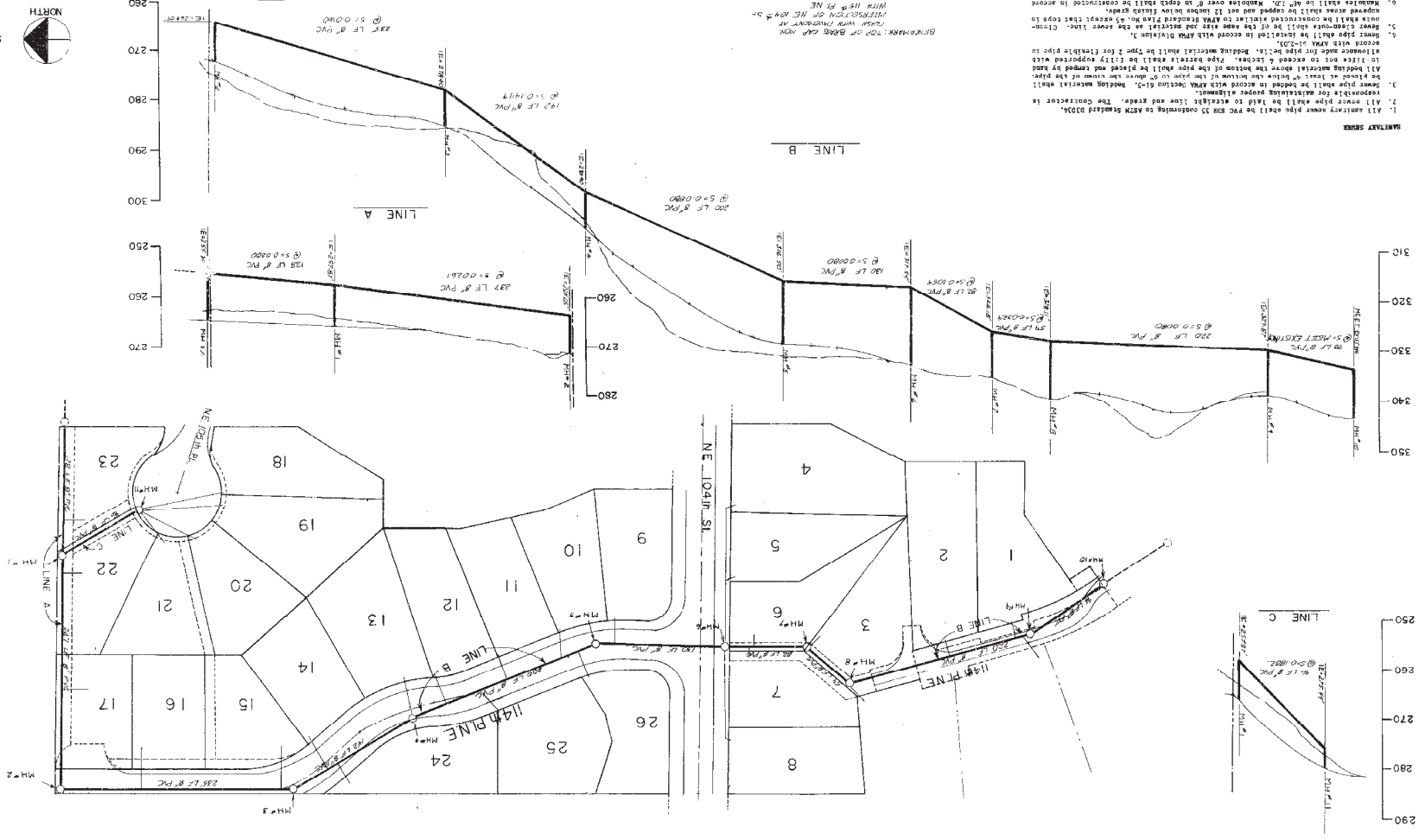


DATE:	10/22/82
PROJECT:	SAN SEWER SYSTEM PLAN
SCALE:	AS SHOWN
BY:	WJ
CHECKED:	WJ

IN COMPLIANCE WITH PROJECT RECORDS PROVIDED BY GENERAL CONTRACTOR

SAN SEWER SYSTEM PLAN

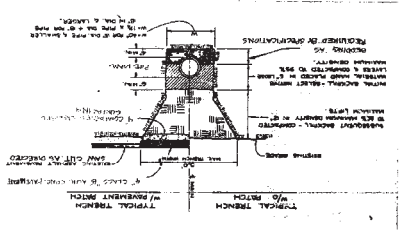
HIDDEN HILLS DIV NO. III



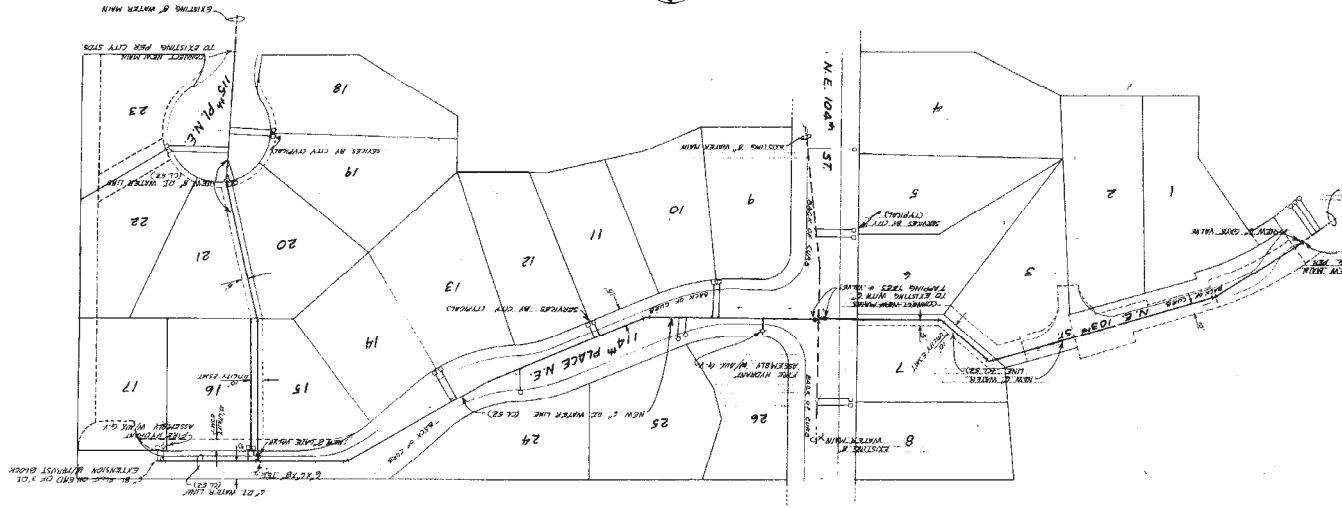
1. All sanitary sewer pipe shall be PVC and 3" minimum to 48" maximum diameter.
2. All sanitary sewer pipe shall be laid to establish line and grade. The contractor is responsible for establishing proper alignment.
3. Sewer pipe shall be bedded in accordance with SDMS Section 61-5. Bedding material shall be placed at least 6" below the bottom of the pipe and the crown of the pipe. All bedding material above the bottom of the pipe shall be fully supported with 12" lifts not to exceed 6" thickness. Pipe joints shall be fully supported with bedding material.
4. Sewer pipe shall be installed in accordance with SDMS Section 61-5. Bedding material shall be Type 2 for flexible pipe and Type 3 for flexible pipe in accordance with SDMS 61-5.
5. Sewer pipe shall be installed in accordance with SDMS Division 3.
6. Sewer connections shall be of the same size and material as the sewer line. Connections shall be completed in accordance with SDMS Section 61-5. Connections to manholes shall be in accordance with SDMS Section 61-5. All connections and fittings shall be installed in accordance with SDMS Section 61-5. All connections shall be installed in accordance with SDMS Section 61-5.
7. Manholes shall meet the requirements of SDMS Section 61-5.
8. Manholes shall be constructed in accordance with SDMS Section 61-5. Manholes shall be constructed in accordance with SDMS Section 61-5. Manholes shall be constructed in accordance with SDMS Section 61-5.
9. Manholes shall be constructed in accordance with SDMS Section 61-5. Manholes shall be constructed in accordance with SDMS Section 61-5. Manholes shall be constructed in accordance with SDMS Section 61-5.
10. All manholes shall be constructed in accordance with SDMS Section 61-5. All manholes shall be constructed in accordance with SDMS Section 61-5. All manholes shall be constructed in accordance with SDMS Section 61-5.
11. The contractor shall leave connections open until he has performed work on the sewer line.
12. All required cuts required along NE 104th Street shall be covered. Payment shall be kept to the minimum which meets the necessary for sanitary sewer installation.



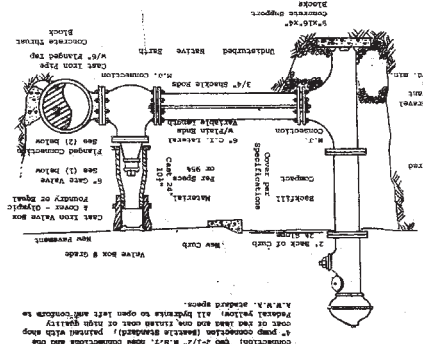
JOHN M. GAUDRONNE, P.E.
 PROVIDED BY GENERAL CONTRACTOR
 IN CONFORMANCE WITH PROJECT RECORDS



1. All water main pipe shall be double the diameter of the pipe to be replaced.
2. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
3. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
4. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
5. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
6. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
7. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
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11. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
12. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
13. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
14. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
15. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
16. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
17. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.
18. All water main pipe shall be installed in accordance with the City of Chicago Standard Specifications for Water Mains.



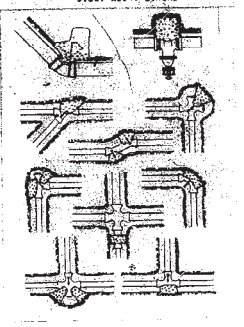
FIRE HYDRANT INSTALLATION
 DETAIL W.P. 3



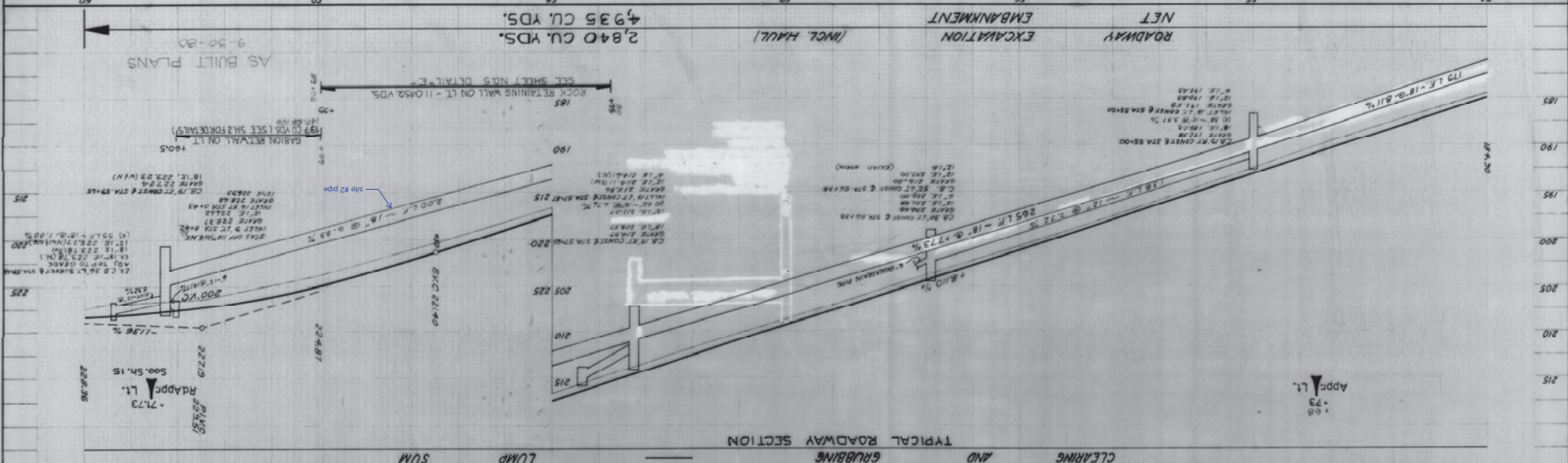
This diagram shows the fire hydrant installation details. The hydrant is shown in section, with the valve and surrounding structure. The hydrant is shown in section, with the valve and surrounding structure.

THRUST BLOCKING DETAILS
 NOT TO SCALE

TYPE OF FITTING	SIZE OF FITTING	THRUST BLOCK AREA
90° ELB	6" - 8"	1.52
45° ELB	6" - 8"	1.13
90° ELB	1.13	2.60
45° ELB	1.13	1.82
90° ELB	1.13	4.80
VALVES	1.51	3.38
CAP & TEE	0.58	1.51
FLAP END	0.58	1.51



302-9966

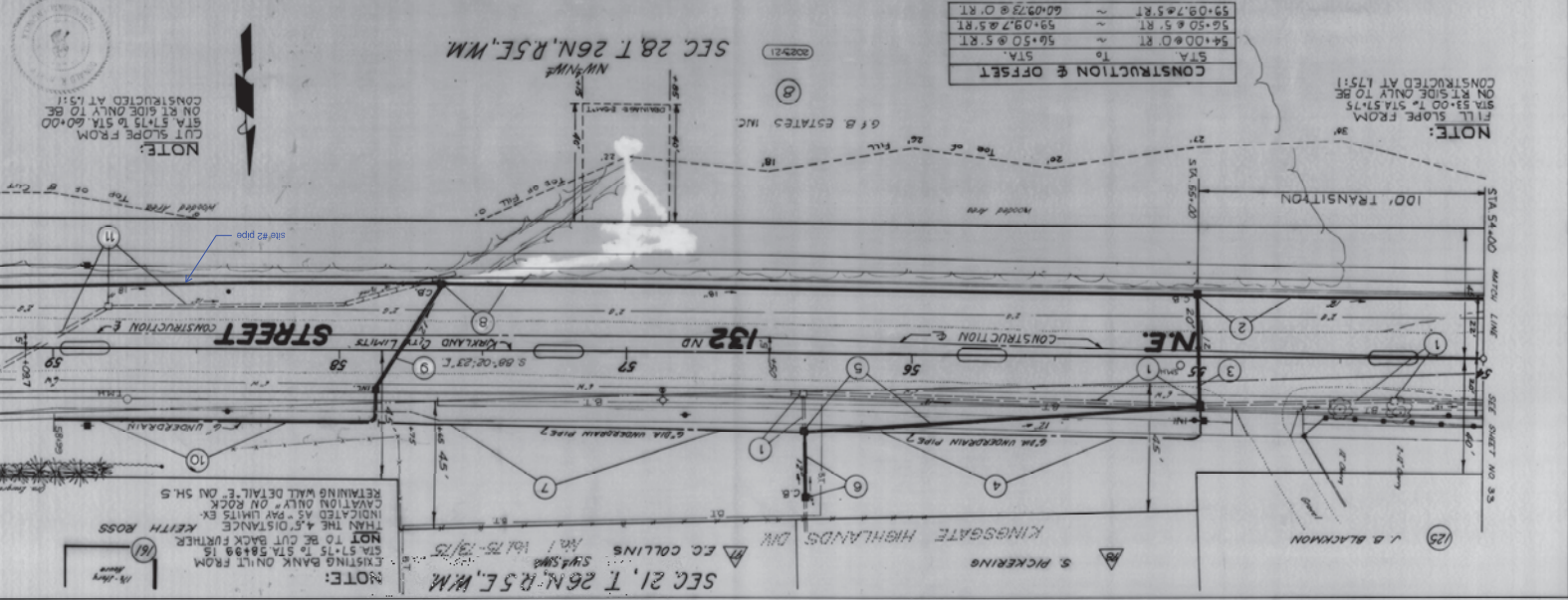


CLEARING GRUBBING AND LUMP SUM

STA	To	From
54+00.0	RT	54+50.0
54+50.0	RT	59+097.0
59+097.0	RT	59+087.0
59+087.0	RT	60+073.0

NOTE:
 FILL SLOPE FROM STA 53+00 TO STA 57+75 ON R/SIDE ONLY TO BE CONSTRUCTED AT 1:1.11

KING COUNTY DEPT. OF PUBLIC WORKS
 L. L. OSBORN, DIRECTOR
 1. L. OSBORN, DIRECTOR
 NE 132ND STREET
 SHEET 34 OF 65 SHEETS
 PROJECT NO. 26-26-57-12, COUNTY ROAD PROJECT NO. 26-26-57-12
 MAINTENANCE DIVISION No. 2
 SHEET NO. 34
 10-1-80

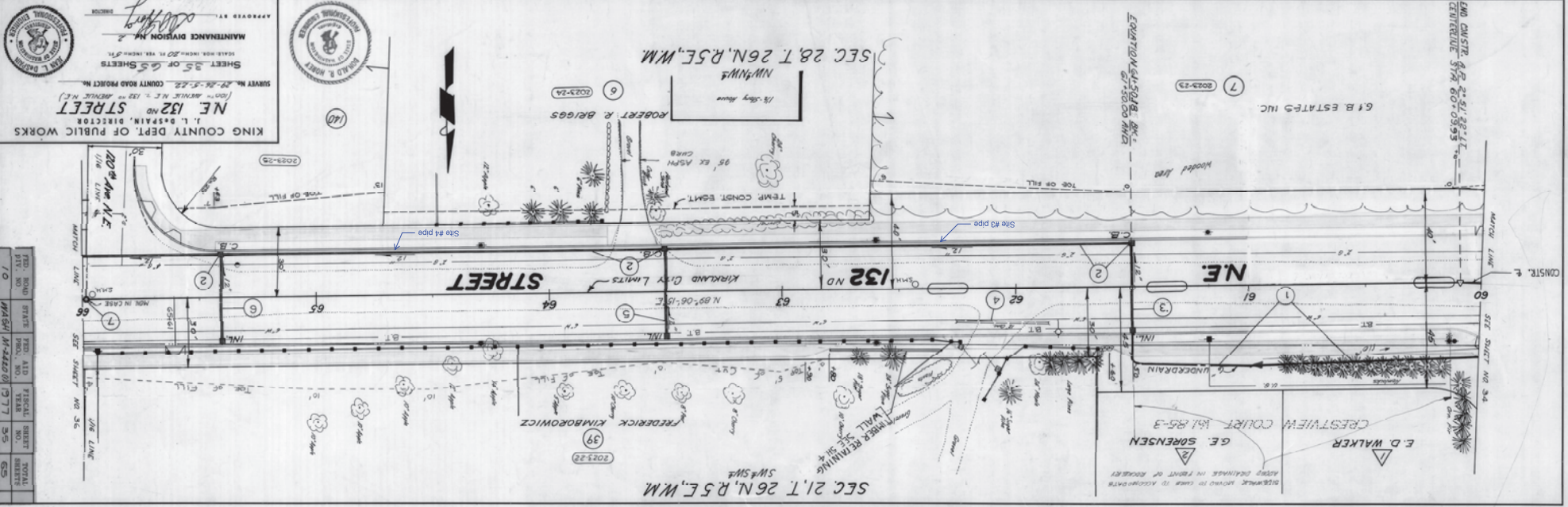
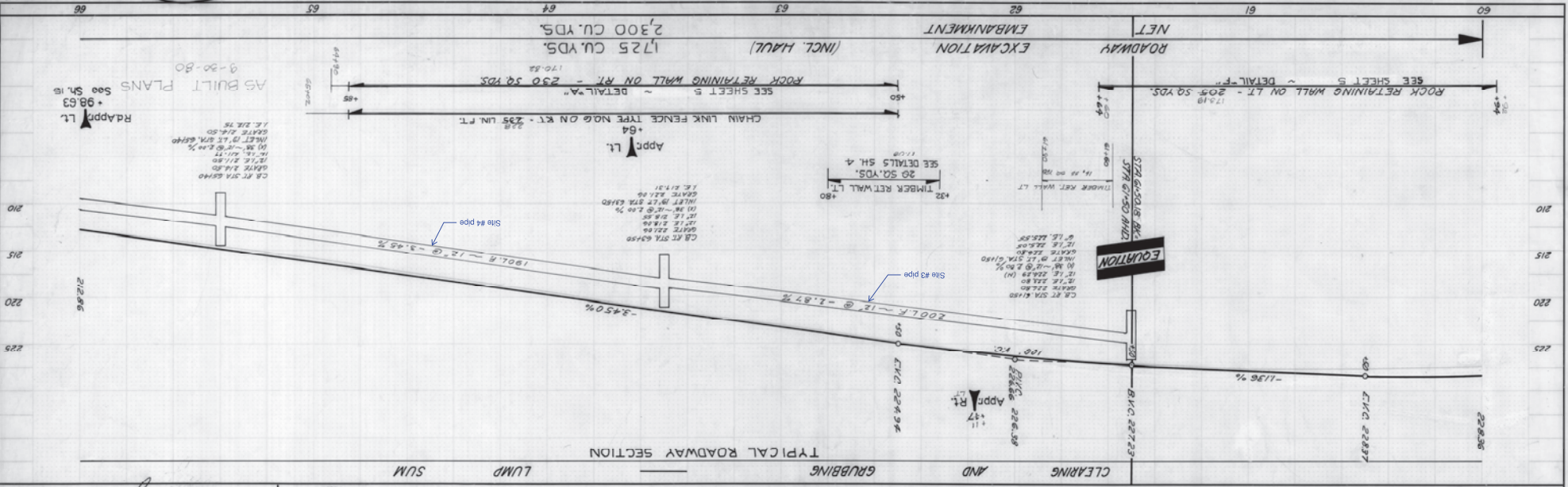


NOTE:
 EXISTING BANK OULI FROM STA 57+75 TO STA 58+00 IS NOT TO BE CUT BACK FURTHER INDICATED AS "PAY UNITS EX-CAVATION ONLY" ON ROCK REMAINING WALL DETAIL "E" ON SH. 5

FILE NO.	REV.	DATE	BY	CHKD.	REMARKS
10	1	10/1/77	3-A	65	

DATE	BY	BY	DATE
12/22/83	D. BENTON	D. BENTON	12/22/83
12/22/83	R. HANER	R. HANER	12/22/83
12/22/83			

TITLE BLOCK
 SHEET NO. 48
 PROJECT NO. 302-99HH
 CHECKED BY
 PREPARED BY

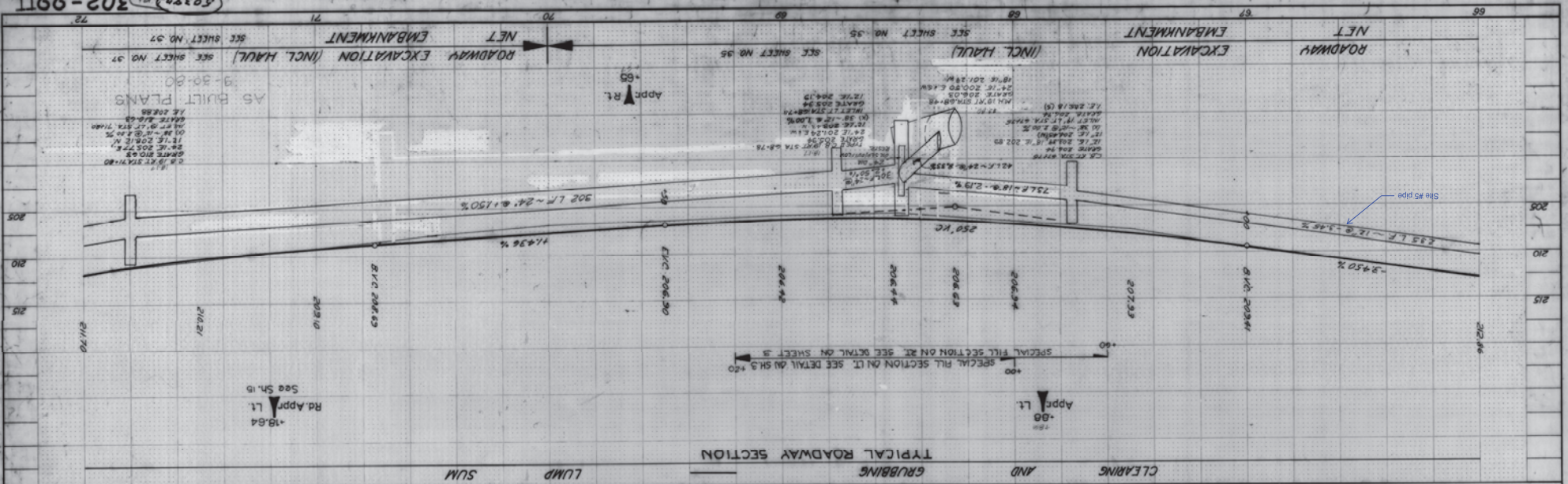


KING COUNTY DEPT. OF PUBLIC WORKS
 J. L. BRADSHAW, DIRECTOR
 NE 132ND STREET
 SHEET NO. 48 OF 65 SHEETS
 PROJECT NO. 302-99HH
 COUNTY ROAD PROJECT NO. 302-99HH
 APPROVED BY: [Signature]
 MAINTENANCE DIVISION

FEED. ROAD	STATS	FEED. AID	TOTAL
10	10	10	10
10	10	10	10
10	10	10	10
10	10	10	10

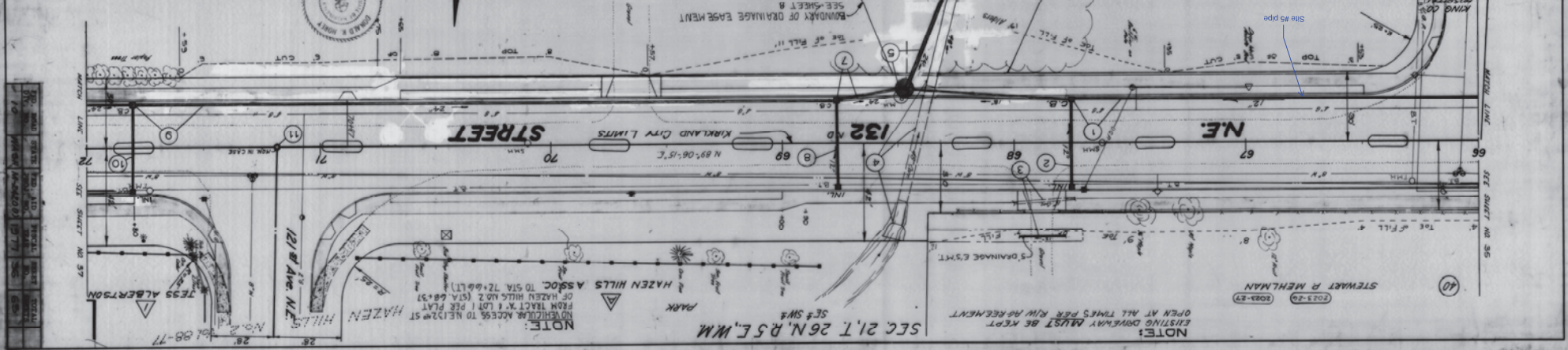
302-99HH

302-9911



KING COUNTY DEPT. OF PUBLIC WORKS
 L. L. BOHANNAN, DIRECTOR
NE 132nd STREET
 SHEET NO. 28-26-52-22 COUNTY ROAD PROJECT No.
 SHEET 56 OF 55 SHEETS
 MAINTENANCE DIVISION No. 2
 APPROVED BY: [Signature]
 ENGINEER

NOTE:
 CONSTRUCT 45' PLANTING STRIP FROM BACK OF SIDE FROM STA 10+75 TO STA 71+50.
 WALK IN KIM LINE 30 FT.



NOTE:
 REVERTIBLE ACCESS TO NE 121st ST FROM HAZEN HILLS NO. 2 PER PLAT OF HAZEN HILLS NO. 2 (ST. 68+31) TO STA 72+60 (L).
 HAZEN HILLS ASSOC TO STA 72+60 (L)
 TESS ALBERTSON
 No. 2
 61-88-71

DATE: 12/22/2023
 DRAWN: D. DALTON
 CHECKED: J. S. [unclear]
 DESIGNED: [unclear]
 APPR: [unclear]

APPENDIX D: PIPE INSPECTION IMAGES



Site 1, Photo #1: 2.66 ft upstream of #10100



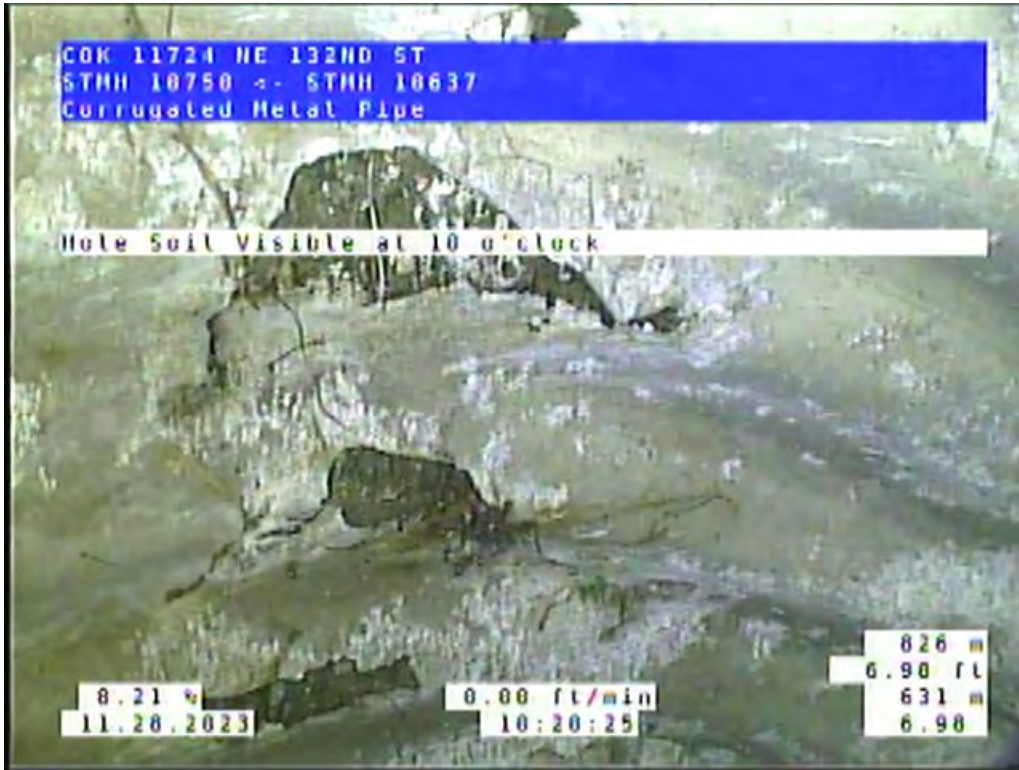
Site 1, Photo #2: 3.29 ft upstream of #10100



Site 1, Photo #3: 3.31 ft upstream of #10100



Site 2, Photo #1: 0.00 ft upstream of #10637



Site 2, Photo #2: 6.98 ft upstream of #10637



Site 2, Photo #3: 9.38 ft upstream of #10637



Site 2, Photo #4: 48.41 ft upstream of #10637



Site 2, Photo #5: 58.24 ft upstream of #10637



Site 2, Photo #6: 87.94 ft upstream of #10637



Site 2, Photo #7: 99.78 ft upstream of #10637



Site 2, Photo #8: 179.40 ft upstream of #10637



Site 3, Photo #1: 22.23 ft downstream of #10932



Site 3, Photo #2: 80.76 ft downstream of #10932



Site 3, Photo #3: 134.08 ft downstream of #10932



Site 3, Photo #4: 188.31 ft downstream of #10932



Site 4, Photo #1: 62.31 ft upstream of #11112



Site 4, Photo #2: 63.75 ft upstream of #11112



Site 4, Photo #3: 67.27 ft upstream of #11112



Site 5, Photo #1: 46.02 ft downstream of #11112



Site 5, Photo #2: 55.66 ft downstream of #11112



Site 5, Photo #3: 64.46 ft downstream of #11112



Site 5, Photo #4: 74.72 ft downstream of #11112



Site 5, Photo #5: 76.69 ft downstream of #11112



Site 5, Photo #6: 95.91 ft downstream of #11112



Site 5, Photo #7: 188.08 ft downstream of #11112

**APPENDIX E:
EXISTING DRAINAGE
STRUCTURE IMAGES**



Site 1, CB#9893 – Type 2-48” catch basin in private, backyard area (direction south at top image)
flow control riser assembly (left side image),
detention tank connector pipe west (right side image)



Site 1, CB#14929 – Type 1 catch basin in private landscape area



Site 1, CB#10100 –Type 2-48” catch basin



Site 2, CB#10750 –Type 1 catch basin (direction north at top image)



Site 2, CB#10637 –Type 1 catch basin (direction north at top image)



Site 3, CB#10849 –Type 1 catch basin (direction north at top image)



Site 3 and 4, CB#10932 –Type 1 catch basin (direction north at top image)



Site 4 and 5, CB#11112 –Type 1 catch basin (direction north at top image)



Site 5, CB#11247 –Type 1 catch basin (direction north at top image)