

Contract Provisions for:

61st Avenue NE Void Repair

PROJECT No. 0202

August 2015

Bid No: 15-C1465



City of Kenmore
18120 68th Avenue NE
PO Box 82607
Kenmore, Washington 98028-0607
Telephone (425) 398-8900

BID DOCUMENTS ONLY - NOT FOR CONSTRUCTION

Contract Provisions for:

61st Avenue NE Void Repair

PROJECT No. 0202

September 2015

Bid No: 15-C1465



Prepared By:

Zack Richardson, P.E.
Project Manager
City of Kenmore

Accepted by:

A handwritten signature in blue ink that reads "Kristen Overleese".

Kristen Overleese, PE
Public Work Manager
City of Kenmore

BID DOCUMENTS ONLY - NOT FOR CONSTRUCTION



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I - CALL FOR BIDS



CITY OF KENMORE CALL FOR BIDS

PROJECT NAME: 61st Avenue NE Voids

BID NUMBER: 15-C1465

BIDS DUE: September 30, 2015 @ 10 a.m. EXACTLY

Notice is hereby given that sealed bids will be received by Kenmore City Clerk's Office at the Kenmore City Hall, 18120 68th Avenue NE, PO Box 82607, Kenmore, Washington, 98028. **Bids are due no later than September 30, 2015 @ 10 a.m. EXACTLY, Pacific local time**, according to the clock at the City's Front Reception Desk, September 30, 2015, at which time bids will be opened and publicly read.

The City of Kenmore seeks a contractor to furnish all labor, materials and equipment necessary to complete the project referenced above. The work shall include, but is not limited to, furnishing all labor, equipment, and materials necessary to remove existing sidewalk panels, fill existing voids with quarry spalls and crushed surfacing base course, and replace sidewalk panels. Work also includes removing existing chain link fence where needed, replacing fence, and removing top bar from remaining fencing and replacing with top tension wire.

All bidding shall be based upon compliance with the Contract Plans and Contract Provisions. All prospective bidders must be registered on the Small Works Roster for their bid to be considered a responsive bid. Information on registration is located at: <https://sharedprocurementportal.com/default.aspx>.

The estimated construction cost: \$55,000 – 65,000.

Contract Working Days: 12 days

Plans, specifications, and addenda are available online for Small Works Roster members at: <https://sharedprocurementportal.com/pages/bidboard.aspx>. Plans, specifications, and addenda are also available for viewing at the City of Kenmore City Hall.

All bidders must certify that they are not on the Controller General's list of ineligible contractors or on the list of parties excluded from Federal procurement or non-procurement programs.

The City expressly reserves the right to reject any or all bids and the right to waive any informalities or irregularities and to further award the Project to the lowest, responsive, responsible bidder as it best serves the interest of the City.

The City of Kenmore 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.

Published:

Shared Procurement Portal – September 15, 2015.

II - INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. Standard Specifications: Bidding shall be in strict accordance with the 2014 Standard Specifications for Road, Bridge and Municipal Construction, issued by the Washington Department of Transportation (WSDOT), as modified or supplemented by the Special Provisions (hereafter, "Specification" or "Specifications"). Deletion, amendment, alteration or additions to any subsection or portion of the Standard Specifications shall pertain only to that particular portion of the section, and the balance shall continue to be in force. Bidders shall obtain these publications at the Bidder's own expense. The WSDOT specifications can be found at <http://www.wsdot.wa.gov/Publications/Manuals>.
2. Interpretation of Contract Documents: No oral interpretations will be made to any bidder as to the meaning of the bid or Contract Documents; and any oral communication is not binding upon the City of Kenmore. Requests for an interpretation or questions must be directed via email to Zack Richardson at zricharson@kenmorewa.gov. Questions via phone or in person will not be accepted. Bidders shall submit questions no later than September 25, 2015 at 3 pm. Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents.

Addendums will be posted on the City Shared Procurement Portal at: <https://sharedprocurementportal.com/pages/bidboard.aspx>. Bidders must be registered on the Small Works Roster and shown as having viewed the original plan and specification documents in order to receive notification of any addendum issues. All such addenda shall become part of the bid specifications. Where a response or addendum from the City cannot be obtained prior to the bid opening, it is understood that the Bidder has made provisions for a more costly method before submitting the bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents, Bidders shall assume the more stringent requirements and verify with the City before beginning work.

3. Addenda: No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City of Kenmore link on the Builder's Exchange website for the issuance of any addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda. No Bid Bond shall be released for failure to consider Addenda. Receipt of addenda to the bid documents by a bidder must be acknowledged on the bid form. Failure to acknowledge receipt of any addenda shall not relieve the bidder from fulfilling all of the requirements of the Contract and may be considered an irregularity in the proposal.
4. Signature: Each bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by partnership must be signed by one of the managing partners,

followed by the partner's printed name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer's printed name and position. **Note:** Any correction to a bid made by interlineation, alteration or erasure shall be initialed by the person signing the bid.

5. **Non-Collusion:** By submitting the Non-Collusion Declaration, the Bidder certifies that the Bid is non-collusive, is not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing. Failure to submit the declaration with the bid will result in the bid being non-responsive.

6. **Submission of Bids:** To receive consideration, bids must be submitted prior to the specified time for opening, in a sealed envelope, clearly marked with company name, address, telephone number, bid number, title of bid, and time of opening to:
The Office of the Kenmore City Clerk
18120 68th Avenue NE
P.O. Box 82607
Kenmore, Washington 98028-0607

Bidders assume the risk for the method of delivery chosen. The City assumes no responsibility for delayed delivery. No oral, telephonic, email or facsimile bids or modifications will be accepted. Any bid or modification of a bid received at the City of Kenmore after the stated time and date for the bid closing will not be accepted or considered.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter [42.56 RCW](#). Bidder shall mark as "proprietary" any information that Bidder believes meets the exemption under [RCW 42.56.270\(1\)](#). This assertion of proprietary information will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening to all participating bidders, and by email request to zrichardson@kenmorewa.gov.

7. **Bid Price:** The bid price shall include everything necessary to perform and complete the contract, including, but not limited to, furnishing all materials, equipment, tools, transportation, plant and landscape material, and other facilities, and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. The bid shall remain in effect for forty-five (45) calendar days after the bid opening. See Standard Specification Section 1-03.1 for additional information.

8. **Bid Proposal:** Proposals are to be submitted only on the forms provided with these Contract Provisions. Substitutions will not be accepted. Accompany each bid with a certified check, cashier's check, or surety company bid bond, on a form acceptable to the City, from State-licensed Surety Company as surety, in an amount not less than

five percent (5%) of the bid amount, payable to the City of Kenmore. Incomplete proposals and proposals received after the time fixed for the opening will not be considered. Faxed responses are not acceptable.

9. Withdrawing of Bid: Bids may not be withdrawn after opening.
10. Bid Results: Bid results will be made available as soon as practical following the bid opening to all participating bidders, and by email request to zrichardson@kenmorewa.gov.
11. Indemnification/Hold Harmless: The Contractor shall defend, indemnify and hold the City and its officers, agents, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, costs, and expenses arising out of or in connection with the performance of the contract.

This Contract is subject to [RCW 4.24.115](#). In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, [Title 51 RCW](#), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the contract

12. Taxes: All bid submittals shall include all applicable taxes and fees in the bid item value; not additional sales tax will be added to the final bid amount. Where no line item is provided for Washington State Sales Tax, Rule 171 ([WAC 458-20-171](#)) applies. All questions concerning applicable taxes on any portion of the Work should be directed by the Contractor to the State of Washington Department of Revenue or the local taxing authority.
13. Low Responsible Bidder: It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.
 - A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:
 - 1) At the time of bid submittal, have a current certification of registration in compliance with chapter [18.27 RCW](#).
 - 2) Have a current Washington State Unified Business Identifier (UBI) number.
 - 3) Not be disqualified from bidding on any public works contract under [RCW 39.06.010 or 39.12.065\(3\)](#).

- 4) If applicable:
 - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in [Title 51 RCW](#);
 - b) Have a Washington State Employment Security Department number, as required in [Title 50 RCW](#); and
 - c) Have a Washington State Department of Revenue state excise tax registration number, as required in [Title 82 RCW](#).
- 5) For contracts \$1,000,000 or over, the bidder must not have violated the "Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time, as determined by the Department of Labor and Industries.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included in Special Provision Section 1-02.14. Any modifications to the supplemental criteria shall be at the sole discretion of the City and made by addenda prior to bid opening as set forth in Section 3.

14. Subcontractor: For contracts that are expected to cost one million dollars or more, the bidder shall submit as part of the bid, or 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 ([RCW, Chapter 18.106](#)) and electrical ([RCW, Chapter 19.28](#)) or to name itself for the Work. The bidder shall not list more than one subcontractor for each category of Work identified, unless Subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the 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 bidder's bid nonresponsive and, therefore, void.
15. Bid Protest: Per RCW 39.04.105, if the City receives a written protest from a bidder for a public works project which is the subject of competitive bids, the City shall not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the City's intent to execute a contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than two full business days following bid opening. Intermediate Saturdays, Sundays, and legal holidays are not counted.

Any protest submittal shall be delivered to:

City of Kenmore
City Clerk
18120 68th Avenue NE
P.O. Box 82607
Kenmore, Washington 98028-0607

The words "Bid Protest" along with the bid number and title shall be written prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; 2) the protesting bidder contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest along with supporting documentation; 4) the City bid number and title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any bidder other than the selected bidder may protest the award using the procedure outlined above within five working days of mailing the notice or two working days of actual receipt by electronic delivery or personal delivery.

16. Award of Contract: A contract will not be awarded, if at all, until the City is satisfied that the successful bidder is familiar with this type of work and has the necessary capital and tools to satisfactorily complete the project. The competency and responsibility of bidders as evidenced by the information accompanying the bids, including without limitation the Statement of Bidder's Qualifications, which will be subject to verification, will be considered in making the award. Posting of the Notice of Award by regular mail to the successful bidder by the City shall constitute delivery to the successful bidder for the purpose of this section. See Specification Section 1-03 and 1-08 for more information.
17. Reciprocal Preference for Resident Contractors: In accordance with [RCW 39.04.380](#), a Reciprocal Preference for Resident Contractors will be enforced. For a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the in-state contractor percent advantage provided by the contractor's home state.

For the purpose of determining the successful low Bidder, the City will multiply the Nonresident Contractor bid amount by the CPD. The "bid amount" shall be the total of the based bid and all accepted alternate bid items. The CPD shall be added to the Nonresident Contractor bid amount which equates to the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington Contractor bid amounts. The bidder with the lowest total shall be the Contractor.

18. Payment: In accordance with [RCW 51.12.050](#), the City reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.
19. Applicable Law and Forum: Any suit arising from here shall be brought in King County Superior Court.

III - BID DOCUMENTS

Bid Submittal Checklist

- BID PROPOSAL SHEET (6 Pages)**
 - **INCLUDE NON-COLLUSION DECLARATION**
- STATEMENT OF QUALIFICATIONS (2 Pages)**
- BID BOND**

Failure to submit all of the above items will result in the bid being non-responsive.

BID PROPOSAL SHEET
61st Avenue NE Voids Project
Bid No.: 15-C1465

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all Work in strict compliance with all documents, for the amount set forth below.

Schedule A

Item No	Item Of Work	Bid Quantity	Unit	Unit Prices	Amount
<i>DIVISION 1 – General Requirements</i>					
A1.	Mobilization	1	LS		
A2.	Unexpected Site Changes	5,000	Dol	\$1.00	
A3.	SPCC Plan	1	LS		
A4.	CSWPPP	1	LS		
A5.	Project Temporary Traffic Control	1	LS		
<i>DIVISION 2 - Earthwork</i>					
A6.	Clearing and Grubbing	1	LS		
A7.	Sawcutting	8	LF		
A8.	Remove Asphalt Pavement	6	SY		
A9.	Remove Cement Concrete Sidewalk	232	SY		
<i>DIVISION 8 – Miscellaneous Construction</i>					
A10.	Erosion/Water Pollution Control	1	LS		
A11.	Cement Conc. Sidewalk	40	SY		
A12.	Remove/Reinstall Chain Link Fence In Kind (No Change)	80	LF		

COMPANY NAME _____

BID PROPOSAL SHEET
61st Avenue NE Voids Project
Bid No.: 15-C1465

A13.	Remove/Reinstall Chain Link Fence w/ Tension Wire	230	LF		
A14.	Replace Chain Link Top Rail w/ Tension Wire	1051	LF		
A15.	Repair existing fence post foundation and re-mount	8	EA		
A16.	Provide new 4' fence post	1	EA		
A17.	Crushed Surfacing Base Course	44	TON		
A18.	Quarry Spalls	53	TON		
A19.	Construction Geotextile (for Separation)	85	SY		

TOTAL SCHEDULE A BID _____
 (Figures)

TOTAL FOR SCHEDULE A BID _____
 (Words)

COMPANY NAME _____

BID PROPOSAL SHEET
61st Avenue NE Voids Project
Bid No.: 15-C1465

BID SIGNATURE PAGE

- Use ink and print legibly
- Make sure to initial and date any changes, erasures, or cross-outs in your bid
- When a discrepancy occurs, the unit bid amount shall take precedence
- All information regarding this bid may be sent to the address, phone number and email provided below
- The bid includes all State of Washington or local sales tax, pursuant to the requirements of Rule 171 of the Department of Revenue. Where rule 170 applies, sales tax has been included on the line provided as part of the bid
- Bidder acknowledges receipt of **addenda** ___ through ____.
 - No addenda issued
- If awarded the contract, the undersigned agrees to complete all the work as specified for the above listed project within 12 WORKING DAYS after the indicated starting date appearing in an official "Notice to Proceed" issued by the City.

Company name: _____

Address: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

E-Mail: _____

Signed by (Printed): _____

Title of Signatory: _____

Bid Signature: _____ Date: _____

COMPANY NAME _____

BID PROPOSAL SHEET

61st Avenue NE Voids Project

Bid No.: 15-C1465

STATEMENT OF BIDDER'S QUALIFICATIONS (2 pages)

The Statement of Bidder's Qualifications is to be completed by the bidder and provided as part of the bid submission. This statement of qualifications is also to be completed for all subcontractors who will subcontract to perform at least twenty-five percent (25%) of the total bid amount and be submitted by the two low bidders within 24 hours after the bid results are published.

Name of Firm: _____

Number of Years Doing Business Under Present Name: _____

State of Washington DOL Contractor's Registration Number: _____

State of Washington UBI Number: _____

State of Washington Department of Employment Security Number: _____

Washington State Excise Tax Registration Number: _____

Federal Tax ID Number: _____

The City may conduct reference checks for the bidder whose bid is under consideration for award for verification of bidder responsibility under mandatory and supplemental bidder responsibility of the Contract Documents. The City may determine that the bidder is not a responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference even if the bidder did not identify these sources as a reference.

On a separate sheet, list all major projects of a similar nature which have been completed by or supervised by the Contractor within the last ten years (up to 10 most recent projects). List should include, as a minimum, the following information for each project listed:

- Project name and owner
- Project completion date, final contract amount and working days
- Owner contract name and phone number
- Project description
- Role as prime or subcontractor
- Federally funded project - yes or no

References must be submitted to the City by the apparent two low bidders within 24 hours of announcement of the bid results.

1. **Delinquent Sales Taxes.** Are you delinquent on your taxes with the Department of Revenue?
 Yes No

If yes, a written payment plan will be required according to Special Provision 1.02.14.

COMPANY NAME _____

BID PROPOSAL SHEET
61st Avenue NE Voids Project
Bid No.: 15-C1465

2. **Federal Debarment.** Are you listed on as having an “active exclusion” on the U.S. Government's System for Award Management data base (<https://www.sam.gov/>)?
 Yes No

3. **Subcontractor Responsibility.** Do you have responsibility criteria for each subcontractor as required per RCW 39.06.020?
 Yes No
If yes, include a copy of your standard subcontract form according to Special Provision 1.02.14.

4. **Prevailing Wages.** Do you have determinations by the WA Labor and Industries that prevailing wages were not paid within the last five years?
 Yes No
If yes, list the dates of these determinations:_____.

5. **Claims Against Retainage and Bonds.** Do you have two or more claims against retainage and/or bonds on any public works contract within the last three years from the date of bid submittal?
 Yes No
If yes, a report of such claims will be required according to Special Provision 1.02.14.

6. **Public Bidding Crime.** Have you been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date?
 Yes No

7. **Termination for Cause/Termination for Default.** Have you had any public contract terminated for default or cause by a government agency within the five years from the date of bid submittal?
 Yes No
If yes, a report describing the circumstances of such termination or default will be required according to Special Provision 1.02.14.

8. **Lawsuits.** Have judgments been entered against you within the last five years from the date of bid submittal relating to contract enforcement or breach?
 Yes No
If yes, a report containing an explanation of the circumstances surrounding each such lawsuit will be required according to Special Provision 1.02.14.

By the signature below, Bidder confirms that all information provided is true and correct and agrees that the City shall retain the right to obtain any and all credit reports.

Signature : _____

Title: _____

Date:_____

Print Name: _____

COMPANY NAME_____

BID PROPOSAL SHEET
61st Avenue NE Voids Project
Bid No.: 15-C1465

**Failure to return this Declaration as part of the bid proposal package will
make the bid nonresponsive and ineligible for award.**

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

DOT Form 272-036H EF, Revised 5/06

COMPANY NAME _____



BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____(Bidder), as Principal, and _____(Bonding Company), as Surety, are held and firmly bound unto the City and the Kenmore City Council (Owner), as Obligee, in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which unto Obligee, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, Principal is submitting a Bid for the 61st Avenue NE Void Repair, Bid No. 15-C1465.

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within the time specified in the Contract Documents enters into, executes and delivers to Obligee a signed agreement and the contract bond per the specifications, with Surety or Sureties approved by Obligee, and appropriate insurance certificates, with required endorsements and insurance coverage, as required herein in the forms provided herewith, then this obligation shall be void. If, however, Principal fails or refuses to furnish any of the above listed items in the time stated in the Contract Documents for the referenced Bid, then Principal and Surety shall pay and forfeit to Obligee the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or release of liability of Surety.

AND IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Obligee and their respective heirs, administrators, executors, successors and assigns.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these present to be SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 20__.

Principal
By: _____
Title: _____

Surety
By: _____
Attorney-in Fact, Surety

Surety's Mailing Address

Surety's Telephone and Fax Numbers

A notarized power of attorney for the surety's officer empowered to sign the bond must be attached to the bond.

IV - AWARD DOCUMENTS



CONTRACT AGREEMENT

61st Avenue NE Void Repair Bid No. 15-C1465

THIS AGREEMENT by and between the City of Kenmore, hereinafter the City, and _____, hereinafter the Contractor, is effective as of the date last executed as duplicate originals.

WITNESSETH:

That in consideration of the performance and payment under the terms and conditions contained in the Contract Documents for Bid No. 15-C1465, the parties hereto covenant and agree as follows:

I. The Contractor hereby agrees to complete the **“61st Avenue NE Void Repair Project”** (hereafter “Project”) in accordance with the Contract Documents, including Addenda through _____ which are by this reference incorporated herein and made a part hereof.

The time limit for completion of the work is **12** working days from the City’s Notice to Proceed. The Contractor agrees to pay the City the sum set forth in the Contract Documents for each and every day said work remains uncompleted after expiration of this time as liquidated damages.

Contractor is responsible for determining the means and methods to be used to complete the project. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work.

II. The City promises and agrees to pay the Contractor for the Project according to the attached Contractor’s Bid Proposal Sheet at the time and in the manner provided for in the Contract Documents.

III. No liability shall attach to the City of Kenmore by reason of entering into this contract except as expressly provided in the Contract Documents.

IV. The Contractor shall defend, indemnify, and hold the City and its officers, agents, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits of any nature including attorneys’ fees, costs and expenses arising out of or in connection with the performance of the contract. This Agreement is subject to RCW 4.24.115. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance. Title 51 RCW, solely for the purposes of this indemnification. This waiver



has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the contract.

This Agreement is executed by:

City of Kenmore

Contractor

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Payment Address:



PAYMENT AND PERFORMANCE BOND

To City of Kenmore, WA

Bond No. _____

The City of Kenmore, Washington (City) has awarded to _____ (Principal), a contract for the construction of the project designated as 61st Avenue NE Voids , Bid No. 15-C1465 in Kenmore, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a contract bond for payment in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW and for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \$ _____ US Dollars, total Contract Amount, subject to the provisions herein.

This statutory payment and performance bond shall become null and void:

If and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

AND

If and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and



**DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE**

1.01 **Description.** Do not execute the Declaration of Option for Management of Statutory Retained Percentage as part of the bid submission.

1.02 **Declaration of Option for Management of Statutory Retained Percentage.**

A. I hereby elect to have the retained percentage of this Contract held in a fund by the City until final acceptance of the work and all required releases are obtained, in accordance with RCW Chapter 60.28.

Signed: _____ Date: _____

B. I hereby elect to have the City deposit the retained percentage of this Contract in an interest bearing account in a bank, mutual savings bank or savings and loan association in accordance with RCW, Chapter 60.28.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing the said retained percentage in escrow as authorized by statute. The City shall not be liable in any way for any costs or fees in connection therewith.

Signed: _____ Date: _____

C. I hereby elect to have the City place the retained percentage of this contract in escrow with a bank or trust company. When the moneys reserved are placed in escrow, the City shall issue a check representing the sum of the moneys reserved payable to the bank or trust company and the contractor jointly. This check shall be converted into bonds and securities chosen by the contractor and approved by the City, and the bonds and securities shall be held in escrow, in accordance with RCW, Chapter 60.28.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City shall not be liable in any way for any costs or fees in connection therewith.

Signed: _____ Date: _____

Contractor's Name and Address:

Telephone:

() _____

Federal Tax Identification Number:

Project Name:

V - SPECIAL PROVISIONS



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SPECIAL PROVISIONS



1 INTRODUCTION TO THE SPECIAL PROVISIONS

2 (*August 14, 2013 APWA GSP*)

3
4 The work on this project shall be accomplished in accordance with the *Standard*
5 *Specifications for Road, Bridge and Municipal Construction*, 2014 edition, as issued by
6 the Washington State Department of Transportation (WSDOT) and the American Public
7 Works Association (APWA), Washington State Chapter (hereafter "Standard
8 Specifications"). The Standard Specifications, as modified or supplemented by the
9 Amendments to the Standard Specifications and these Special Provisions, all of which
10 are made a part of the Contract Documents, shall govern all of the Work.

11
12 These Special Provisions are made up of both General Special Provisions (GSPs) from
13 various sources, which may have project-specific fill-ins; and project-specific Special
14 Provisions. Each Provision either supplements, modifies, or replaces the comparable
15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or
16 addition to any subsection or portion of the Standard Specifications is meant to pertain
17 only to that particular portion of the section, and in no way should it be interpreted that
18 the balance of the section does not apply.

19
20 The project-specific Special Provisions are not labeled as such. The GSPs are labeled
21 under the headers of each GSP, with the effective date of the GSP and its source. For
22 example:

23
24 (*March 8, 2013 APWA GSP*)

25 (*April 1, 2013 WSDOT GSP*)

26 (*May 2013 COK GSP*)

27
28 Also incorporated into the Contract Documents by reference are:

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

31 *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current
32 edition

33 *Sign Fabrication Manual*, WSDOT, current edition

34
35 Contractor shall obtain copies of these publications, at the Contractor's own expense.
36

37 DESCRIPTION OF WORK

38 (*April 2015 COK GSP*)

39
40 Work for this project consists of ***removing existing concrete sidewalk panels, filling
41 voids with quarry spalls and crushed surfacing base course, construct new sidewalk,
42 remove existing chain link fencing, reinstall chain link fencing, and replace remaining

SPECIAL PROVISIONS



1 fencing top bar with tension wire. This project is located adjacent to a stream and will
2 require BMPs to protect the stream from construction materials, debris, and sediment
3 entering the stream channel. This is a repair project, as such, the full extent of repairs is
4 may not be fully evident until the sidewalk is removed. Upon removal of the sidewalk,
5 the Contractor shall notify the City to inspect the project and determine if any additional
6 repair measures or BMPs will be necessary.***

7
8 The work to be performed under this Contract consists of the furnishing of materials,
9 equipment, tools, labor, and other work or items included thereto (excepting any
10 materials, equipment, utilities, or service, if any specified herein to be furnished by
11 Owner or others), and performing all work as required by the Contract in accordance
12 with the Contract Plans, these Contract Provisions, and the Standard Specifications, all of
13 which are made a part hereof.

14
15 If no bid item is specified for work or work has no payment section identified, said work
16 shall be included in the various bid items.

★ ★ IMPORTANT - PLEASE READ ★ ★

17
18
19
20
21 These Special Provisions *supplement*, add *new*, *replace*, *revise*, or *delete* the combined
22 WSDOT Standard Specifications and Amendments. For clarification of the purpose of
23 the sections provided, these Special Provisions have the following added section
24 descriptors:

25
26 *Supplement:* Adds language to the identified section of the Standard
27 Specifications.

28 *New:* Specification section/subsection is unique to this project and will
29 not be found in the Standard Specifications.

30 *Replace:* A replacement of the entire identified section or subsection of the
31 Standard Specifications.

32 *Revise:* A revision of the identified sentence, paragraph, or table of the
33 Standard Specifications.

34 *Delete:* A deletion of an entire section, subsection, or specified text of the
35 Standard Specifications

36 *{Date} WSDOT GSP:* A WSDOT General Special Provision

37 *{Date} APWA GSP:* An APWA General Special Provision.

38 *{Date} COK GSP:* A City of Kenmore General Special Provision.

39 *(*****):* A project special provision

SPECIAL PROVISIONS



DIVISION 1 GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions (March 8, 2013 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

SPECIAL PROVISIONS



1 SUPPLEMENT this Section with the following:

2
3 All references in the Standard Specifications, Amendments, or WSDOT General
4 Special Provisions, to the terms “State”, “Department of Transportation”,
5 “Washington State Transportation Commission”, “Commission”, “Secretary of
6 Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised
7 to read “Contracting Agency”.

8
9 All references to “State Materials Laboratory” shall be revised to read “Contracting
10 Agency designated location”.

11
12 All references to “final contract voucher certification” shall be interpreted to mean
13 the final payment form established by the Contracting Agency.

14
15 The venue of all causes of action arising from the advertisement, award, execution,
16 and performance of the contract shall be in the Superior Court of the County where
17 the Contracting Agency’s headquarters are located.

18 **Additive**

19
20 A supplemental unit of work or group of bid items, identified separately in the Bid
21 Proposal, which may, at the discretion of the Contracting Agency, be awarded in
22 addition to the base bid.

23 **Alternate**

24
25 One of two or more units of work or groups of bid items, identified separately in the
26 Bid Proposal, from which the Contracting Agency may make a choice between
27 different methods or material of construction for performing the same work.

28 **Business Day**

29
30 A business day is any day from Monday through Friday except holidays as listed in
31 Section 1-08.5.

32 **Contract Bond**

33
34 The definition in the Standard Specifications for “Contract Bond” applies to whatever
35 bond form(s) are required by the Contract Documents, which may be a combination
36 of a Payment Bond and a Performance Bond.

37 **Contract Documents**

38
39 See definition for “Contract”.

40 **Contract Time**

41
42 The period of time established by the terms and conditions of the Contract within
43 which the Work must be physically completed.

SPECIAL PROVISIONS



1 **Notice of Award**

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

4
5 **Notice to Proceed**

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

9
10 **Traffic**

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

13 *(April 2015 COK GSP)*

14
15 SUPPLEMENT this Section with the following

16
17 **Base Bid**

18 The work described within the plans and specifications prior to adjustments for
19 alternative, additive and deductive bid items.

20
21 **Contract Price**

22 Either the unit price, the unit prices, or lump sum price or prices named in the
23 proposal, or in properly executed change orders.

24
25 **Days**

26 Days as used in these Special Provisions will be understood to mean working days
27 unless otherwise stated.

28
29 **Deductive Bid**

30 One or more bid items/items of work which must be part of the bid but may be
31 included in the Contract award and total amount deducted from the base bid.

32
33 **Engineer**

34 Engineer also includes the City Engineer or duly authorized City representative who
35 is a currently licensed registered engineer in the State of Washington, or an
36 authorized member of a licensed consulting firm retained by Owner for the
37 construction engineering of a specific public works project.

38
39 **Or Equivalent**

40 A manufactured article, material, method, or work, which in the opinion of Engineer,
41 is equally desirable or suitable for the purposes intended in the Contract Documents,
42 as compared with similar articles specifically mentioned therein.

43
44 **Owner**

SPECIAL PROVISIONS



1 The City of Kenmore and its authorized representatives, which is a party to the
2 Agreement. Also referred to in the General Special Provisions as Contracting Agency.

4 **Performance Bond/Payment Bond**

5 Same as "Contract Bond" defined in the Standard Specifications.

7 **Points**

8 Wherever reference is made to Engineer's points, this shall mean all marks, bench
9 marks, reference points, stakes, hubs, tack, etc., established by Engineer for
10 maintaining horizontal and vertical control of the work.

12 **Project**

13 The structure or improvement to be constructed in whole or in part through the
14 performance of the Contract.

16 **Project Manual**

17 Same as Contract Provisions.

19 **Proposal Form**

20 The Instructions to Bidders and General Terms and Conditions and the Bid Proposal
21 Documents of the Contract Provisions.

23 **Provide**

24 Means "furnish and install" as specified and shown on the Plans.

26 **Punch List**

27 A list of remaining contract work provided after the establishment of the Substantial
28 Completion date and necessary to reach Physical Completion.

30 **Supplemental Drawings and Instructions**

31 Additional instructions by Engineer at request of Contractor by means of drawings
32 or documents necessary, in the opinion of Engineer, for the proper execution of the
33 work. Such drawings and instructions are consistent with the Contract Documents.

35 **Utility**

36 Public or private fixed improvement for the transportation of fluids, gases, power,
37 signals, or communications and shall be understood to include tracks, overhead and
38 underground wires, cables, pipelines, conduits, ducts, sewers, or storm drains.

39 **1-02 BID PROCEDURES AND CONDITIONS**

41 **1-02.1 Prequalification of Bidders**

42
43 REPLACE this Section with the following:

SPECIAL PROVISIONS



1
2 **1-02.1 Qualifications of Bidder**

3 *(January 24, 2011 APWA GSP)*

4
5 Before award of a public works contract, a bidder must meet at least the minimum
6 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and
7 qualified to be awarded a public works project.

8
9 **1-02.2 Plans and Specifications**

10 *(June 27, 2011 APWA GSP)*

11
12 REPLACE THIS SECTION WITH THE FOLLOWING:

13
14 Information as to where Bid Documents can be obtained or reviewed can be found in
15 the Call for Bids (Advertisement for Bids) for the work.

16
17 After award of the contract, plans and specifications will be issued to the Contractor
18 at no cost as detailed below:

19

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
CD with PDF copy of Plans and Contract Provisions	1	Furnished automatically upon award.

20
21 Additional plans and Contract Provisions may be obtained by the Contractor from
22 the source stated in the Call for Bids, at the Contractor's own expense.

23
24 **1-02.4 Examination of Plans, Specifications, and Site of Work**

25 *(January 2, 2012 WSDOT GSP)*

26
27 SUPPLEMENT this Section with the following

28
29 The soils information used for study and design of this project is available for review
30 by the bidder at the following location:

31
32 *****Appendix D*****

33
34 **1-02.4(2) Subsurface Information**

35 *(March 8, 2013 APWA GSP)*

36
37 REVISE the second sentence in the first paragraph to read:

SPECIAL PROVISIONS



1
2 The Summary of Subsurface Conditions and the boring logs, if and when included as
3 an appendix to the Special Provisions, shall be considered as part of the Contract.
4

5 **1-02.5 Proposal Forms** 6 *(June 27, 2011 APWA GSP)*

7
8 REPLACE this Section with the following:
9

10 The Proposal Form will identify the project and its location and describe the work. It
11 will also list estimated quantities, units of measurement, the items of work, and the
12 materials to be furnished at the unit bid prices. The bidder shall complete spaces on
13 the proposal form that call for, but are not limited to, unit prices; extensions;
14 summations; the total bid amount; signatures; date; and, where applicable, retail
15 sales taxes and acknowledgment of addenda; the bidder's name, address, telephone
16 number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of
17 Washington Contractor's Registration Number; and a Business License Number, if
18 applicable. Bids shall be completed by typing or shall be printed in ink by hand,
19 preferably in black ink. The required certifications are included as part of the
20 Proposal Form.
21

22 The Contracting Agency reserves the right to arrange the proposal forms with
23 alternates and additives, if such be to the advantage of the Contracting Agency. The
24 bidder shall bid on all alternates and additives set forth in the Proposal Form unless
25 otherwise specified.
26

27 **1-02.6 Preparation of Proposal** 28 *(June 27, 2011 APWA GSP)*

29
30 SUPPLEMENT the second paragraph with the following:
31

- 32 4. If a minimum bid amount has been established for any item, the unit or lump
33 sum price must equal or exceed the minimum amount stated.
34 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
35 initialed by the signer of the bid.
36

37 REPLACE the last paragraph with the following:
38

39 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any
40 manner.
41

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

SPECIAL PROVISIONS



1
2 A bid by a partnership shall be executed in the partnership name, and signed by a
3 partner. A copy of the partnership agreement shall be submitted with the Bid Form if
4 any D/M/WBE requirements are to be satisfied through such an agreement.

5
6 A bid by a joint venture shall be executed in the joint venture name and signed by a
7 member of the joint venture. A copy of the joint venture agreement shall be
8 submitted with the Bid Form if any D/W/MBE requirements are to be satisfied
9 through such an agreement.

10
11 *(August 2, 2004 WSDOT GSP)*

12
13 DELETE the fifth and sixth paragraphs.

14
15 **1-02.7 Bid Deposit**
16 *(March 8, 2013 APWA GSP)*

17
18 SUPPLEMENT this Section with the following:

19
20 Bid bonds shall contain the following:

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

33
34 If so stated in the Contract Provisions, bidder must use the bond form included in the
35 Contract Provisions.

36
37 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

38
39 **1-02.9 Delivery of Proposal**
40 *(May 4, 2012 APWA GSP)*

41
42 REPLACE this section with the following:

SPECIAL PROVISIONS



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

5
6 If the project has FHWA funding and requires DBE Written Confirmation Documents
7 or Good Faith Effort Documentation, then to be considered responsive, the Bidder
8 shall submit with their Bid Proposal, written Confirmation Documentation from each
9 DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-
10 056A EF, as required by Section 1-02.6.

11
12 The Contracting Agency will not open or consider any Bid Proposal that is received
13 after the time specified in the Call for Bids for receipt of Bid Proposals, or received in
14 a location other than that specified in the Call for Bids.

16 **1-02.10** **Withdrawing, Revising, or Supplementing Proposal** 17 *(April 2015 COK GSP)*

18
19 REVISE the second sentence of the second paragraph to read:

20
21 Faxed revisions or supplements will not be accepted.

22 23 **1-02.13** **Irregular Proposals** 24 *(March 13, 2012 APWA GSP)*

25
26 REVISE item 1 to read:

- 27
28 1. A proposal will be considered irregular and will be rejected if:
- 29 a. The Bidder is not prequalified when so required;
 - 30 b. The authorized proposal form furnished by the Contracting Agency is not
31 used or is altered;
 - 32 c. The completed proposal form contains any unauthorized additions,
33 deletions, alternate Bids, or conditions;
 - 34 d. The Bidder adds provisions reserving the right to reject or accept the
35 award, or enter into the Contract;
 - 36 e. A price per unit cannot be determined from the Bid Proposal;
 - 37 f. The Proposal form is not properly executed;
 - 38 g. The Bidder fails to submit or properly complete a Subcontractor list, if
39 applicable, as required in Section 1-02.6;
 - 40 h. The Bidder fails to submit or properly complete a Disadvantaged Business
41 Enterprise Certification, if applicable, as required in Section 1-02.6;
 - 42 i. The Bidder fails to submit written confirmation from each DBE firm listed
43 on the Bidder's completed DBE Utilization Certification that they are in
44 agreement with the bidders DBE participation commitment, if applicable,

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- 1 as required in Section 1-02.6, or if the written confirmation that is
2 submitted fails to meet the requirements of the Special Provisions;
- 3 j The Bidder fails to submit DBE Good Faith Effort documentation, if
4 applicable, as required in Section 1-02.6, or if the documentation that is
5 submitted fails to demonstrate that a Good Faith Effort to meet the
6 Condition of Award was made;
- 7 k. The Bid Proposal does not constitute a definite and unqualified offer to
8 meet the material terms of the Bid invitation; or
- 9 l. More than one proposal is submitted for the same project from a Bidder
10 under the same or different names.

11
12 *(April 2015 COK GSP)*

13
14 SUPPLEMENT Item 2 with:

- 15
16 f. References are not listed as indicated on the Statement of Bidder
17 Qualifications.

18
19 **1-02.14 Disqualification of Bidders**
20 *(March 8, 2013 APWA GSP)*

21
22 REPLACE this Section with the following:

23
24 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory
25 bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet
26 the following Supplemental Criteria:

27
28 1. **Delinquent State Taxes**

- 29
30 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State
31 Department of Revenue without a payment plan approved by the Department
32 of Revenue.
- 33
34 B. Documentation: The Bidder shall not be listed on the Washington State
35 Department of Revenue's "Delinquent Taxpayer List" website:
36 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>, or if they
37 are so listed, they must submit a written payment plan approved by the
38 Department of Revenue, to the Contracting Agency by the deadline listed
39 below.

40
41 2. **Federal Debarment**

- 42
43 A. Criterion: The Bidder shall not currently be debarred or suspended by the
44 Federal government.

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1
2 B. Documentation: The Bidder shall not be listed as having an “active exclusion”
3 on the U.S. government’s “System for Award Management” database
4 (www.sam.gov).

5 6 3. Subcontractor Responsibility

7
8 A. Criterion: The Bidder’s standard subcontract form shall include the
9 subcontractor responsibility language required by RCW 39.06.020, and the
10 Bidder shall have an established procedure which it utilizes to validate the
11 responsibility of each of its subcontractors. The Bidder’s subcontract form
12 shall also include a requirement that each of its subcontractors shall have and
13 document a similar procedure to determine whether the sub-tier
14 subcontractors with whom it contracts are also “responsible” subcontractors
15 as defined by RCW 39.06.020.

16
17 B. Documentation: The Bidder, if and when required as detailed below, shall
18 submit a copy of its standard subcontract form for review by the Contracting
19 Agency, and a written description of its procedure for validating the
20 responsibility of subcontractors with which it contracts.

21 22 4. Prevailing Wages

23
24 A. Criterion: The Bidder shall not have a record of prevailing wage violations as
25 determined by WA Labor & Industries in the five years prior to the bid
26 submittal date, that demonstrates a pattern of failing to pay workers
27 prevailing wages, unless there are extenuating circumstances and such
28 circumstances are deemed acceptable to the Contracting Agency.

29
30 B. Documentation: The Bidder, if and when required as detailed below, shall
31 submit a list of all prevailing wage violations in the five years prior to the bid
32 submittal date, along with an explanation of each violation and how it was
33 resolved. The Contracting Agency will evaluate these explanations and the
34 resolution of each complaint to determine whether the violation demonstrate
35 a pattern of failing to pay its workers prevailing wages as required.

36 37 5. Claims Against Retainage and Bonds

38
39 A. Criterion: The Bidder shall not have a record of excessive claims filed against
40 the retainage or payment bonds for public works projects in the three years
41 prior to the bid submittal date, that demonstrate a lack of effective
42 management by the Bidder of making timely and appropriate payments to its
43 subcontractors, suppliers, and workers, unless there are extenuating

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1 circumstances and such circumstances are deemed acceptable to the
2 Contracting Agency.

3
4 B. Documentation: The Bidder, if and when required as detailed below, shall
5 submit a list of the public works projects completed in the three years prior to
6 the bid submittal date that have had claims against retainage and bonds and
7 include for each project the following information:

- 8
9
- 10 • Name of project
 - 11 • The owner and contact information for the owner;
 - 12 • A list of claims filed against the retainage and/or payment bond for any of
13 the projects listed;
 - 14 • A written explanation of the circumstances surrounding each claim and
15 the ultimate resolution of the claim.

16 6. Public Bidding Crime

17
18 A. Criterion: The Bidder and/or its owners shall not have been convicted of a
19 crime involving bidding on a public works contract in the five years prior to
20 the bid submittal date.

21
22 B. Documentation: The Bidder, if and when required as detailed below, shall
23 sign a statement (on a form to be provided by the Contracting Agency) that
24 the Bidder and/or its owners have not been convicted of a crime involving
25 bidding on a public works contract.

26 27 7. Termination for Cause / Termination for Default

28
29 A. Criterion: The Bidder shall not have had any public works contract
30 terminated for cause or terminated for default by a government agency in the
31 five years prior to the bid submittal date, unless there are extenuating
32 circumstances and such circumstances are deemed acceptable to the
33 Contracting Agency.

34
35 B. Documentation: The Bidder, if and when required as detailed below, shall
36 sign a statement (on a form to be provided by the Contracting Agency) that
37 the Bidder has not had any public works contract terminated for cause or
38 terminated for default by a government agency in the five years prior to the
39 bid submittal date; or if Bidder was terminated, describe the circumstances.

40 41 8. Lawsuits

42
43 A. Criterion: The Bidder shall not have lawsuits with judgments entered against
44 the Bidder in the five years prior to the bid submittal date that demonstrate a

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1 pattern of failing to meet the terms of contracts, unless there are extenuating
2 circumstances and such circumstances are deemed acceptable to the
3 Contracting Agency.
4

- 5 B. Documentation: The Bidder, if and when required as detailed below, shall
6 sign a statement (on a form to be provided by the Contracting Agency) that
7 the Bidder has not had any lawsuits with judgments entered against the
8 Bidder in the five years prior to the bid submittal date that demonstrate a
9 pattern of failing to meet the terms of contracts, or shall submit a list of all
10 lawsuits with judgments entered against the Bidder in the five years prior to
11 the bid submittal date, along with a written explanation of the circumstances
12 surrounding each such lawsuit. The Contracting Agency shall evaluate these
13 explanations to determine whether the lawsuits demonstrate a pattern of
14 failing to meet of terms of construction related contracts.
15

16 As evidence that the Bidder meets the mandatory and supplemental responsibility
17 criteria stated above, the apparent two lowest Bidders must submit to the
18 Contracting Agency by 12:00 P.M. (noon) of the second business day following the
19 bid submittal deadline, a written statement verifying that the Bidder meets all of the
20 mandatory and supplemental criteria together with supporting documentation
21 including but not limited to that detailed above (sufficient in the sole judgment of the
22 Contracting Agency) demonstrating compliance with all mandatory and
23 supplemental responsibility criteria. The Contracting Agency reserves the right to
24 request such documentation from other Bidders as well, and to request further
25 documentation as needed to assess Bidder responsibility. The Contracting Agency
26 also reserves the right to obtain information from third-parties and independent
27 sources of information concerning a Bidder's compliance with the mandatory and
28 supplemental criteria, and to use that information in their evaluation. The
29 Contracting Agency may (but is not required to) consider mitigating factors in
30 determining whether the Bidder complies with the requirements of the
31 supplemental criteria.
32

33 The basis for evaluation of Bidder compliance with these mandatory and
34 supplemental criteria shall include any documents or facts obtained by Contracting
35 Agency (whether from the Bidder or third parties) including but not limited to: (i)
36 financial, historical, or operational data from the Bidder; (ii) information obtained
37 directly by the Contracting Agency from others for whom the Bidder has worked, or
38 other public agencies or private enterprises; and (iii) any additional information
39 obtained by the Contracting Agency which is believed to be relevant to the matter.
40

41 If the Contracting Agency determines the Bidder does not meet the bidder
42 responsibility criteria above and is therefore not a responsible Bidder, the
43 Contracting Agency shall notify the Bidder in writing, with the reasons for its
44 determination. If the Bidder disagrees with this determination, it may appeal the

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1 determination within two (2) business days of the Contracting Agency's
2 determination by presenting its appeal and any additional information to the
3 Contracting Agency. The Contracting Agency will consider the appeal and any
4 additional information before issuing its final determination. If the final
5 determination affirms that the Bidder is not responsible, the Contracting Agency will
6 not execute a contract with any other Bidder until at least two business days after
7 the Bidder determined to be not responsible has received the Contracting Agency's
8 final determination.

9
10 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders
11 with concerns about the relevancy or restrictiveness of the Supplemental Bidder
12 Responsibility Criteria may make or submit requests to the Contracting Agency to
13 modify the criteria. Such requests shall be in writing, describe the nature of the
14 concerns, and propose specific modifications to the criteria. Bidders shall submit
15 such requests to the Contracting Agency no later than five (5) business days prior to
16 the bid submittal deadline and address the request to the Project Engineer or such
17 other person designated by the Contracting Agency in the Bid Documents.

18 19 **1-02.15 Pre Award Information**

20 *(August 14, 2013 APWA GSP)*

21
22 REPLACE this Section with the following:

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

- 25 1. A complete statement of the origin, composition, and manufacture of any or all
26 materials to be used,
- 27 2. Samples of these materials for quality and fitness tests,
- 28 3. A progress schedule (in a form the Contracting Agency requires) showing the
29 order of and time required for the various phases of the work,
- 30 4. A breakdown of costs assigned to any bid item,
- 31 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 32 6. Any other information or action taken that is deemed necessary to ensure that
33 the bidder is the lowest responsible bidder.

34 **1-03 AWARD AND EXECUTION OF CONTRACT**

35 36 **1-03.1 Consideration of Bids**

37 *(January 23, 2006 APWA GSP)*

38
39 REVISE the first paragraph to read:

40
41 After opening and reading proposals, the Contracting Agency will check them for

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

11
12 **1-03.3 Execution of Contract**
13 *(October 1, 2005 APWA GSP)*

14
15 REPLACE this Section with the following:

16
17 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
18 available for signature by the successful bidder within 12 working days following
19 award. The number of copies to be executed by the Contractor will be determined by
20 the Contracting Agency.

21
22 Within ***10*** calendar days after the award date, or the contract routing date, the
23 successful bidder shall return the signed Contracting Agency-prepared contract, a
24 completed W-9 form, an insurance certification as required by Section 1-07.18, and a
25 satisfactory bond as required by law and Section 1-03.4. Before execution of the
26 contract by the Contracting Agency, the successful bidder shall provide any pre-
27 award information the Contracting Agency may require under Section 1-02.15.

28
29 Until the Contracting Agency executes a contract, no proposal shall bind the
30 Contracting Agency nor shall any work begin within the project limits or within
31 Contracting Agency-furnished sites. The Contractor shall bear all risks for any work
32 begun outside such areas and for any materials ordered before the contract is
33 executed by the Contracting Agency.

34
35 If the bidder experiences circumstances beyond their control that prevents return of
36 the contract documents within the calendar days after the award date stated above,
37 the Contracting Agency may grant up to a maximum of ***10*** calendar days for
38 return of the documents, provided the Contracting Agency deems the circumstances
39 warrant it.
40

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1 **1-03.4 Contract Bond**
2 *(October 1, 2005 APWA GSP)*

3
4 REVISE the first paragraph to read:

5
6 The successful bidder shall provide an executed contract bond for the full contract
7 amount. This contract bond shall:

- 8 1. Be on a Contracting Agency-furnished form;
- 9 2. Be signed by an approved surety (or sureties) that:
 - 10 a. Is registered with the Washington State Insurance Commissioner, and
 - 11 b. Appears on the current Authorized Insurance List in the State of Washington
12 published by the Office of the Insurance Commissioner,
- 13 3. Be conditioned upon the faithful performance of the contract by the Contractor
14 within the prescribed time;
- 15 4. Guarantee that the surety shall indemnify, defend, and protect the Contracting
16 Agency against any claim of direct or indirect loss resulting from the failure:
 - 17 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
18 subcontractors of the Contractor) to faithfully perform the contract, or
 - 19 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
20 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
21 subcontractors, materialperson, or any other person who provides supplies
22 or provisions for carrying out the work;
- 23 5. Be accompanied by a power of attorney for the Surety's officer empowered to
24 sign the bond; and
- 25 6. Be signed by an officer of the Contractor empowered to sign official statements
26 (sole proprietor or partner). If the Contractor is a corporation, the bond must be
27 signed by the president or vice-president, unless accompanied by written proof
28 of the authority of the individual signing the bond to bind the corporation (i.e.,
29 corporate resolution, power of attorney or a letter to such effect by the president
30 or vice-president).

31
32 **1-04 SCOPE OF THE WORK**

33
34 **1-04.2 Coordination of Contract Documents, Plans, Special**
35 **Provisions, Specifications, and Addenda**
36 *(March 2012 APWA GSP)*

37
38 REVISE the second paragraph to read:

39
40 Any inconsistency in the parts of the contract shall be resolved by following this
41 order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 42 1. Addenda
- 43 2. Proposal Form

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

7

8 **1-04.4 Changes**
9 *(April 2015 COK GSP)*

10

11 **1-04.4(1) Minor Changes**

12

13 REPLACE this section with the following:

14

15 **1-04.4(1) Unexpected Site Changes**

16

17 Payments or credits for changes amounting to \$15,000 or less may be made under the
18 Bid item "Unexpected Site Changes". At the discretion of the Contracting Agency, this
19 procedure for Unexpected Site Changes may be used in lieu of the more formal
20 procedure as outlined in Section 1-04.4, Changes.

21

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

27

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

32

33 **1-04.6 Variations in Estimated Quantities**
34 *(May 25, 2006 APWA GSP)*

35

36 REVISE the first paragraph to read:

37

38 Payment to the Contractor will be made only for the actual quantities of work
39 performed and accepted in conformance with the contract. When the accepted
40 quantity of work performed under a unit item varies from the original proposal
41 quantity, payment will be at the unit contract price for all work unless the total
42 accepted quantity of any contract item, adjusted to exclude added or deleted
43 amounts included in change orders accepted by both parties, increases or decreases
44 by more than 25 percent from the original proposal quantity, and if the total

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1 extended bid price for that item at time of award is equal to or greater than
2 ***\$5,000***. In that case, payment for contract work may be adjusted as described
3 herein:
4

5 **1-04.11 Final Cleanup** 6 *(April 2015 COK GSP)*

7
8 SUPPLEMENT this Section with the following:
9

10 Final cleanup shall also include cleaning out all storm drain pipe and structures and
11 any ditches that may have been contaminated during construction as a direct result
12 of the Contractor's activities.

13 **1-05 CONTROL OF WORK**

14 15 **1-05.3 Plans and Working Drawings** 16 *(April 2015 COK GSP)*

17
18 SUPPLEMENT this Section with the following:
19

20 Shop drawings, material product information, and/or catalog cuts shall be furnished
21 by Contractor for all items indicated in various sections of the Contract Documents.
22 An electronic copy shall be submitted for Engineer's review. A minimum of 2 hard
23 copies may be submitted in-lieu of an electronic copy.
24

25 Drawings shall show the name of the project, ***the applicable bid item name and
26 number,*** the name of Contractor and, if any, the names of suppliers, manufacturers
27 and subcontractors. Shop drawings shall be submitted promptly and in orderly
28 sequence so as to cause no delay in prosecution of the Work.
29

30 Engineer will return submittals to Contractor with any comments noted thereon. If
31 the Contractor makes any changes to the submittal, resubmit in the same manner as
32 specified for the original submittals. Contractor, in the letter of transmittal
33 accompanying resubmittal, shall direct specific attention to any revisions made.
34

35 One copy of all submittals shall be kept constantly accessible at the construction site.
36

37 During the course of construction, the Contractor shall maintain a set of red-lined as-
38 built working drawings reflecting changes to the work from the bid documents.
39 After all construction is completed, Contractor shall provide one (1) copy of the red
40 lined as-built drawings of all new, modified, or relocated work.
41

42 As work progresses, Contractor shall review current as-built information with City
43 inspectors.

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1
2 REWISE the fifth sentence of the third paragraph with the following:

3
4 Unless stated elsewhere in the Contract, the Engineer will require up to ***3***
5 working days from the date the submittals or resubmittals are received until they are
6 reviewed and returned to the Contractor.

7
8 SUPPLEMENT the second paragraph with the following:

9
10 All such drawings, specifications and copies thereof prepared or furnished by
11 Engineer are the Owner's property. They are not to be used on other work.

12
13 **1-05.7 Removal of Defective and Unauthorized Work**
14 *(October 1, 2005 APWA GSP)*

15
16 SUPPLEMENT this Section with the following:

17
18 If the Contractor fails to remedy defective or unauthorized work within the time
19 specified in a written notice from the Engineer, or fails to perform any part of the
20 work required by the Contract Documents, the Engineer may correct and remedy
21 such work as may be identified in the written notice, with Contracting Agency forces
22 or by such other means as the Contracting Agency may deem necessary.

23
24 If the Contractor fails to comply with a written order to remedy what the Engineer
25 determines to be an emergency situation, the Engineer may have the defective and
26 unauthorized work corrected immediately, have the rejected work removed and
27 replaced, or have work the Contractor refuses to perform completed by using
28 Contracting Agency or other forces. An emergency situation is any situation when, in
29 the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or
30 might cause serious risk of loss or damage to the public.

31
32 Direct or indirect costs incurred by the Contracting Agency attributable to correcting
33 and remedying defective or unauthorized work, or work the Contractor failed or
34 refused to perform, shall be paid by the Contractor. Payment will be deducted by the
35 Engineer from monies due, or to become due, the Contractor. Such direct and
36 indirect costs shall include in particular, but without limitation, compensation for
37 additional professional services required, and costs for repair and replacement of
38 work of others destroyed or damaged by correction, removal, or replacement of the
39 Contractor's unauthorized work.

40
41 No adjustment in contract time or compensation will be allowed because of the delay
42 in the performance of the work attributable to the exercise of the Contracting
43 Agency's rights provided by this Section.

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

4 5 **1-05.11 Final Inspection**

6
7 REPLACE this Section with the following:

8 9 **1-05.11 Final Inspections and Operational Testing** 10 *(October 1, 2005 APWA GSP)*

11 12 **1-05.11(1) Substantial Completion Date**

13
14 When the Contractor considers the work to be substantially complete, the Contractor
15 shall so notify the Engineer and request the Engineer establish the Substantial
16 Completion Date. The Contractor's request shall list the specific items of work that
17 remain to be completed in order to reach physical completion. The Engineer will
18 schedule an inspection of the work with the Contractor to determine the status of
19 completion. The Engineer may also establish the Substantial Completion Date
20 unilaterally.

21
22 If, after this inspection, the Engineer concurs with the Contractor that the work is
23 substantially complete and ready for its intended use, the Engineer, by written notice
24 to the Contractor, will set the Substantial Completion Date. If, after this inspection
25 the Engineer does not consider the work substantially complete and ready for its
26 intended use, the Engineer will, by written notice, so notify the Contractor giving the
27 reasons therefore.

28
29 Upon receipt of written notice concurring in or denying substantial completion,
30 whichever is applicable, the Contractor shall pursue vigorously, diligently and
31 without unauthorized interruption, the work necessary to reach Substantial and
32 Physical Completion. The Contractor shall provide the Engineer with a revised
33 schedule indicating when the Contractor expects to reach substantial and physical
34 completion of the work.

35
36 The above process shall be repeated until the Engineer establishes the Substantial
37 Completion Date and the Contractor considers the work physically complete and
38 ready for final inspection.

39 40 **1-05.11(2) Final Inspection and Physical Completion Date**

41
42 When the Contractor considers the work physically complete and ready for final
43 inspection, the Contractor by written notice, shall request the Engineer to schedule a
44 final inspection. The Engineer will set a date for final inspection. The Engineer and

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1 the Contractor will then make a final inspection and the Engineer will notify the
2 Contractor in writing of all particulars in which the final inspection reveals the work
3 incomplete or unacceptable. The Contractor shall immediately take such corrective
4 measures as are necessary to remedy the listed deficiencies. Corrective work shall be
5 pursued vigorously, diligently, and without interruption until physical completion of
6 the listed deficiencies. This process will continue until the Engineer is satisfied the
7 listed deficiencies have been corrected.

8
9 The Contractor will not be allowed an extension of contract time because of a delay
10 in the performance of the work attributable to the exercise of the Engineer's right
11 hereunder.

12
13 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
14 Contracting Agency, in writing, of the date upon which the work was considered
15 physically complete. That date shall constitute the Physical Completion Date of the
16 contract, but shall not imply acceptance of the work or that all the obligations of the
17 Contractor under the contract have been fulfilled.

18 19 **1-05.11(4) Punch List Completion**

20 *(April 2015 COK GSP)*

21
22 NEW Section:

23
24 Upon establishment of the Substantial Completion Date, the Contracting Agency shall
25 compile and issue a punch list. The Owner reserves the right to add items to the
26 punch list at any time as appropriate to meet the requirements of the plans and
27 specifications. The Contractor shall proceed with completing all the work on the
28 punch list (and subsequent revisions, if any) and reaching physical completion
29 within the allowed contract time.

30 31 **1-05.12(1) One-Year Guarantee Period**

32 *(March 8, 2013 APWA GSP)*

33
34 NEW Section:

35
36 The Contractor shall return to the project and repair or replace all defects in
37 workmanship and material discovered within one year after Final Acceptance of the
38 Work. The Contractor shall start work to remedy any such defects within 7 calendar
39 days of receiving Contracting Agency's written notice of a defect and shall complete
40 such work within the time stated in the Contracting Agency's notice. In case of an
41 emergency, where damage may result from delay or where loss of services may
42 result, such corrections may be made by the Contracting Agency's own forces or
43 another contractor, in which case the cost of corrections shall be paid by the
44 Contractor. In the event the Contractor does not accomplish corrections within the

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1 time specified, the work will be otherwise accomplished and the cost of same shall be
2 paid by the Contractor.

3
4 When corrections of defects are made, the Contractor shall then be responsible for
5 correcting all defects in workmanship and materials in the corrected work for one
6 year after acceptance of the corrections by Contracting Agency.

7
8 This guarantee is supplemental to and does not limit or affect the requirements that
9 the Contractor's work comply with the requirements of the Contract or any other
10 legal rights or remedies of the Contracting Agency.

11
12 **1-05.13 Superintendents, Labor And Equipment Of Contractor**
13 *(August 14, 2013 APWA GSP)*

14
15 DELETE the sixth and seventh paragraphs of this section.

16
17 **1-05.15 Method of Serving Notices**
18 *(March 25, 2009 APWA GSP)*

19
20 REVISE the second paragraph to read:

21
22 All correspondence from the Contractor shall be directed to the Project Engineer. All
23 correspondence from the Contractor constituting any notification, notice of protest,
24 notice of dispute, or other correspondence constituting notification required to be
25 furnished under the Contract, must be in paper format, hand delivered or sent via
26 mail delivery service to the Project Engineer's office. Electronic copies such as e-
27 mails or electronically delivered copies of correspondence will not constitute such
28 notice and will not comply with the requirements of the Contract.

29
30 **1-05.15(1) Forms**
31 *(April 2015 COK GSP)*

32
33 NEW Section:

34
35 Unless otherwise approved by the Engineer, the Contractor shall use the forms
36 provided in the Appendices for all correspondences and notifications. If no form is
37 provided for a specific type of correspondence or notification, the Contractor shall
38 provide all information as needed to provide a timely response.

39
40 **1-05.16 Water and Power**

41
42 NEW Section:

43
44 *(October 1, 2005 APWA GSP)*

SPECIAL PROVISIONS



1
2 The Contractor shall make necessary arrangements, and shall bear the costs for
3 power and water necessary for the performance of the work, unless the contract
4 includes power and water as a pay item.

5
6 *(April 2015 COK GSP)*

7
8 The Contractor shall use only those hydrants designated by the agency in charge of
9 water distribution and in strict accordance with its requirements for hydrant use. All
10 costs associated with hydrant water usage including usage fees shall be at the
11 Contractor's expense.

12 13 **1-05.17 Oral Agreements**

14 *(October 1, 2005 AWPA GSP)*

15
16 NEW Section:

17
18 No oral agreement or conversation with any officer, agent, or employee of the
19 Contracting Agency, either before or after execution of the contract, shall affect or
20 modify any of the terms or obligations contained in any of the documents comprising
21 the contract. Such oral agreement or conversation shall be considered as unofficial
22 information and in no way binding upon the Contracting Agency, unless
23 subsequently put in writing and signed by the Contracting Agency.

24 25 **1-05.19 Contractor's Daily Diary**

26 *(April 2015 COK GSP)*

27
28 NEW Section:

29
30 Contractor and subcontractors shall maintain and provide to Engineer upon request
31 a Daily Diary Record of the Work. The Diary shall be created by pen entries in a
32 hard-bound diary book. The Diary must contain the Project and Number; if the Diary
33 is in loose-leaf form, this information must appear on every page. The Diary must be
34 kept and maintained by Contractor's designated project superintendent(s). Entries
35 must be made on a daily basis and must accurately represent all of the project
36 activities on each day.

37
38 At a minimum, the Diary shall show on a daily basis:

- 39 1. The day and date.
40 2. The weather conditions, including changes throughout the day.
41 3. A complete description of work accomplished during the day with adequate
42 references to the Plans and Contract Provisions so that the reader can easily
43 and accurately identify said work on the Plans. Identify location/description
44 of photographs or videos taken that day.

SPECIAL PROVISIONS



- 1 4. An entry for each and every changed condition, dispute or potential dispute,
2 incident, accident, or occurrence of any nature whatsoever which might affect
3 Contractor, Owner, or any third party in any manner.
- 4 5. Listing of any materials received and stored on- or off-site by Contractor for
5 future installation, to include the manner of storage and protection of the
6 same.
- 7 6. Listing of materials installed during each day.
- 8 7. List of all subcontractors working on-site during each day.
- 9 8. Listing of the number of Contractor's employees working during each day by
10 category of employment.
- 11 9. Listing of Contractor's equipment working on the site during each day. Idle
12 equipment on the site shall be listed and designated as idle.
- 13 10. Notations to explain inspections, testing, stake-out, and all other services
14 furnished by Owner or other party during each day.
- 15 11. Entries to verify the daily (including non-work days) inspection and mainte-
16 nance of traffic control devices and condition of the traveled roadway sur-
17 faces. Contractor shall not allow any conditions to develop that would be
18 hazardous to the public.
- 19 12. Any other information that serves to give an accurate and complete record of
20 the nature, quantity, and quality of Contractor's progress on each day.
- 21 13. Plan markups showing locations and dimensions of constructed features to be
22 used by Engineer to produce record drawings.
- 23 14. All pages of the Diary must be numbered consecutively with no omissions in
24 page numbers, signed and dated by Contractor's official project
25 representative.

26
27 Contractor may use additional sheets separate from the Diary if necessary to provide
28 a complete diary record, but they must be signed, dated, and labeled with project
29 name and number.

30
31 It is expressly agreed between Contractor and Owner that the Daily Diary maintained
32 by Contractor shall be the "Contractor's Book of Original Entry" for the
33 documentation of any potential claims or disputes that might arise during this
34 Contract. If the Contactor fails to maintain a Diary as required, the City's daily
35 inspection reports shall act as the sole record of project activities.

36
37 All costs associated with preparing and maintaining the Contractor's Daily Diary
38 shall be included in the cost for the various bid items; no separate bid item is
39 provided for this work.

40 **1-05.20 Stockpiling of Materials and Construction Office**

41 *(April 2015 COK GSP)*

42
43
44 NEW Section:

SPECIAL PROVISIONS



1
2 This Contract ***does not*** provide for an onsite location for the Contractor to
3 stockpile materials and/or a construction office (staging). If the Contractor requires
4 staging on private property, it shall be the Contractor's responsibility to secure all
5 private property rights for staging at the Contractor's expense. If approved by the
6 City, City Right of Way may be utilized for location of staging. Contractor shall
7 propose location, methods of securing the site, and site restoration to the City for
8 consideration. Selected Right of Way locations shall not impede traffic ***, including
9 pedestrians and bicycle traffic,*** at any time. The Contractor may utilize the
10 construction work zone within the City's Right of Way for staging as long as such
11 staging does not impede the normal flow of traffic outside that caused by
12 construction activity associated with the work.

13 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

14 15 1-07.1 Laws to be Observed 16 (*October 1, 2005 APWA GSP*)

17
18 SUPPLEMENT this Section with the following:

19
20 In cases of conflict between different safety regulations, the more stringent
21 regulation shall apply.

22
23 The Washington State Department of Labor and Industries shall be the sole and
24 paramount administrative agency responsible for the administration of the
25 provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

26
27 The Contractor shall maintain at the project site office, or other well known place at
28 the project site, all articles necessary for providing first aid to the injured. The
29 Contractor shall establish, publish, and make known to all employees, procedures for
30 ensuring immediate removal to a hospital, or doctor's care, persons, including
31 employees, who may have been injured on the project site. Employees should not be
32 permitted to work on the project site before the Contractor has established and
33 made known procedures for removal of injured persons to a hospital or a doctor's
34 care.

35
36 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy
37 of the Contractor's plant, appliances, and methods, and for any damage or injury
38 resulting from their failure, or improper maintenance, use, or operation. The
39 Contractor shall be solely and completely responsible for the conditions of the
40 project site, including safety for all persons and property in the performance of the
41 work. This requirement shall apply continuously, and not be limited to normal
42 working hours. The required or implied duty of the Engineer to conduct
43 construction review of the Contractor's performance does not, and shall not, be

SPECIAL PROVISIONS



1 intended to include review and adequacy of the Contractor's safety measures in, on,
2 or near the project site.

3
4 **1-07.2 State Sales Tax**
5 *(June 27, 2011 APWA GSP)*

6
7 REPLACE this section, including its sub-sections, with the following:

8
9 **1-07.2 State Sales Tax**

10
11 The Washington State Department of Revenue has issued special rules on the State
12 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
13 Contractor should contact the Washington State Department of Revenue for answers
14 to questions in this area. The Contracting Agency will not adjust its payment if the
15 Contractor bases a bid on a misunderstood tax liability.

16
17 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
18 contract amounts. In some cases, however, state retail sales tax will not be included.
19 Section 1-07.2(2) describes this exception.

20
21 The Contracting Agency will pay the retained percentage (or release the Contract
22 Bond if a FHWA-funded Project) only if the Contractor has obtained from the
23 Washington State Department of Revenue a certificate showing that all contract-
24 related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct
25 from its payments to the Contractor any amount the Contractor may owe the
26 Washington State Department of Revenue, whether the amount owed relates to this
27 contract or not. Any amount so deducted will be paid into the proper State fund.

28
29 **1-07.2(1) State Sales Tax — Rule 171**

30
31 WAC 458-20-171, and its related rules, apply to building, repairing, or improving
32 streets, roads, etc., which are owned by a municipal corporation, or political
33 subdivision of the state, or by the United States, and which are used primarily for
34 foot or vehicular traffic. This includes storm or combined sewer systems within and
35 included as a part of the street or road drainage system and power lines when such
36 are part of the roadway lighting system. For work performed in such cases, the
37 Contractor shall include Washington State Retail Sales Taxes in the various unit bid
38 item prices, or other contract amounts, including those that the Contractor pays on
39 the purchase of the materials, equipment, or supplies used or consumed in doing the
40 work.

41
42 **1-07.2(2) State Sales Tax — Rule 170**

SPECIAL PROVISIONS



1
2 WAC 458-20-170, and its related rules, apply to the constructing and repairing of
3 new or existing buildings, or other structures, upon real property. This includes, but
4 is not limited to, the construction of streets, roads, highways, etc., owned by the state
5 of Washington; water mains and their appurtenances; sanitary sewers and sewage
6 disposal systems unless such sewers and disposal systems are within, and a part of, a
7 street or road drainage system; telephone, telegraph, electrical power distribution
8 lines, or other conduits or lines in or above streets or roads, unless such power lines
9 become a part of a street or road lighting system; and installing or attaching of any
10 article of tangible personal property in or to real property, whether or not such
11 personal property becomes a part of the realty by virtue of installation.

12
13 For work performed in such cases, the Contractor shall collect from the Contracting
14 Agency, retail sales tax on the full contract price. The Contracting Agency will
15 automatically add this sales tax to each payment to the Contractor. For this reason,
16 the Contractor shall not include the retail sales tax in the unit bid item prices, or in
17 any other contract amount subject to Rule 170, with the following exception.

18
19 Exception: The Contracting Agency will not add in sales tax for a payment the
20 Contractor or a subcontractor makes on the purchase or rental of tools, machinery,
21 equipment, or consumable supplies not integrated into the project. Such sales taxes
22 shall be included in the unit bid item prices or in any other contract amount.

23 24 **1-07.2(3) Services**

25
26 The Contractor shall not collect retail sales tax from the Contracting Agency on any
27 contract wholly for professional or other services (as defined in Washington State
28 Department of Revenue Rules 138 and 244).

29 30 **1-07.6 Permits and Licenses**

31
32 SUPPLEMENT this Section with the following:

33
34 *(April 2015 COK GSP)*

35 36 **Department of Ecology**

37 A Construction Stormwater Permit is not required for this project.

38
39 *(April 2015 COK GSP)*

40
41 The Contractor shall submit for approval a ***Construction Surface Water Pollution
42 Prevention Plan (CSWPPP) that meets all requirements outlined in the current King
43 County Surface Water Design Manual***. If provided as part of the contract

SPECIAL PROVISIONS



1 documents, the Contractor shall adopt the CSWPPP or create a site specific document
2 as required above.

3 4 Payment

5 Payment will be made in accordance with section 1-04.1 of the Standard
6 Specifications for the following bid item when included in the bid proposal.

7
8 "CSWPPP", lump sum.

9 The lump sum contract price for "CSWPPP" shall be full pay for all labor,
10 equipment, materials, and supervision utilized to prepare, modify, and adhere to
11 the Surface Water Pollution Prevention Plan.

12
13 *(April 2015 COK GSP)*

14
15 No hydraulic permits are required for this project unless the Contractor's operations
16 use, divert, obstruct, or change the natural flow or bed of any river or stream
17 (including any area beneath the ordinary high water mark), or utilize any of the
18 waters of the State or materials from gravel or sand bars, or from stream beds. It is
19 not anticipated that any contractor operations will impact any river or stream.

20 21 **1-07.13 Contractor's Responsibility for Work**

22 23 **1-07.13(1) General**

24 *(April 2015 COK GSP)*

25
26 SUPPLEMENT this Section with the following:

27
28 Contractor shall, at all times, enforce strict discipline and good order among their
29 employees and shall not employ any person unfit or not skilled in the work assigned
30 to him or her. Employees or subcontractors of Contractor who, in the opinion of
31 Engineer, may impair the quality of the construction shall immediately be discharged
32 from the job site by Contractor upon the written request of Engineer.

33 34 **1-07.13(2) Relief of Responsibility for Completed Work**

35 *(April 2015 COK GSP)*

36
37 REVISE paragraph 2 to read:

38
39 Unless approved otherwise by the City, the Contractor shall bear the risk of loss or
40 damage for all finished or partially finished work until Physical Completion of the
41 entire Contract.

42 43 **1-07.13(4) Repair of Damage**

44 *(August 6, 2001 WSDOT GSP)*

SPECIAL PROVISIONS



1 Section 1-07.13(4) is revised to read:

2
3 The Contractor shall promptly repair all damage to either temporary or permanent
4 work as directed by the Engineer. For damage qualifying for relief under Sections 1-
5 07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with
6 Section 1-04.4. Payment will be limited to repair of damaged work only. No payment
7 will be made for delay or disruption of work.

8
9 **1-07.15 Temporary Water Pollution/Erosion Control**

10
11 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
12 *(April 2015 COK GSP)*

13
14 SUPPLEMENT this Section with the following:

15
16 11. Site Log Book

17 The Contractor shall keep a daily record identifying BMPs in place, changes
18 to BMPs, and any spill that occurs and procedures used to mitigate.

19
20 **1-07.16(1)C Garbage Service**
21 *(April 2015 COK GSP)*

22
23 NEW Section:

24
25 The Contractor shall be responsible for and coordinating with the respective agency
26 for garbage pick-up. Services shall not be interrupted. If necessary, Contractor shall
27 be responsible for moving private garbage cans to and from any temporary pick up
28 location. Below is contact information for garbage service:

29
30
31
32
33
34
35
36
37
38
39
40
41

Republic Services Web: http://www.republicservices.com/ Tele: 425-646-2492

30
31 **1-07.16(2) Vegetation Protection and Restoration**
32 *(August 2, 2010 WSDOT GSP)*

33
34 SUPPLEMENT this Section with the following:

35
36 Vegetation and soil protection zones for trees shall extend out from the trunk to a
37 distance of 1 foot radius for each inch of trunk diameter at breast height.

38
39 Vegetation and soil protection zones for shrubs shall extend out from the stems at
40 ground level to twice the radius of the shrub.

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1 Vegetation and soil protection zones for herbaceous vegetation shall extend to
2 encompass the diameter of the plant as measured from the outer edge of the plant.

3 4 **1-07.16(3) Fences, Mailboxes, Incidentals**

5 *(April 2015 COK GSP)*

6
7 SUPPLEMENT this Section with the following:

8
9 The Contractor is hereby advised that the location of fences, mail and paper boxes,
10 trees, landscaping and other objects, if shown on the Plans, is provided solely to
11 provide warning of the probable location of said objects and may not be precise or
12 complete. Protection and restoration shall be performed in accordance with the
13 plans and Section 1-07.16 of the Standard Specifications. The Contractor shall verify
14 exact locations before proceeding with work. The Contractor shall be responsible for
15 any damage done to public or private property as a direct result of the Contractor's
16 activities.

17
18 The Contractor shall be responsible for and coordinating with the respective agency
19 for mail delivery. Services shall not be interrupted. Contractor shall coordinate any
20 temporary mail box or other delivery locations with the United State Postal Service
21 or applicable agency prior to relocation. Unless stated otherwise elsewhere, the cost
22 for coordination and moving mailboxes shall be included in the various bid items.
23 Below is contact information for the agency:

24

US Post Office Attn: Post Master ***Brooks Bennett*** Tele: ***425-877-0760***

25 26 **1-07.18 Public Liability and Property Damage Insurance**

27 *(January 24, 2011 APWA GSP)*

28
29 REPLACE this Section with the following:

30 31 **1-07.18 Insurance**

32 33 **1-07.18(1) General Requirements**

34
35 A. The Contractor shall obtain the insurance described in this section from insurers
36 approved by the State Insurance Commissioner pursuant to RCW Title 48. The
37 insurance must be provided by an insurer with a rating of A-: VII or higher in the
38 A.M. Best's Key Rating Guide, which is licensed to do business in the state of
39 Washington (or issued as a surplus line by a Washington Surplus lines broker).
40 The Contracting Agency reserves the right to approve or reject the insurance

SPECIAL PROVISIONS



1 provided, based on the insurer (including financial condition), terms and
2 coverage, the Certificate of Insurance, and/or endorsements.

3
4 B. The Contractor shall keep this insurance in force during the term of the contract
5 and for thirty (30) days after the Physical Completion date, unless otherwise
6 indicated (see C. below).

7
8 C. If any insurance policy is written on a claims made form, its retroactive date, and
9 that of all subsequent renewals, shall be no later than the effective date of this
10 Contract. The policy shall state that coverage is claims made, and state the
11 retroactive date. Claims-made form coverage shall be maintained by the
12 Contractor for a minimum of 36 months following the Final Completion or earlier
13 termination of this contract, and the Contractor shall annually provide the
14 Contracting Agency with proof of renewal. If renewal of the claims made form of
15 coverage becomes unavailable, or economically prohibitive, the Contractor shall
16 purchase an extended reporting period (“tail”) or execute another form of
17 guarantee acceptable to the Contracting Agency to assure financial responsibility
18 for liability for services performed.

19
20 D. The insurance policies shall contain a “cross liability” provision.

21
22 E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and
23 non-contributory insurance as respects the Contracting Agency’s insurance, self-
24 insurance, or insurance pool coverage.

25
26 F. The Contractor shall provide the Contracting Agency and all Additional Insureds
27 with written notice of any policy cancellation, within two business days of their
28 receipt of such notice.

29
30 G. Upon request, the Contractor shall forward to the Contracting Agency a full and
31 certified copy of the insurance policy(s).

32
33 H. The Contractor shall not begin work under the contract until the required
34 insurance has been obtained and approved by the Contracting Agency.

35
36 I. Failure on the part of the Contractor to maintain the insurance as required shall
37 constitute a material breach of contract, upon which the Contracting Agency may,
38 after giving five business days notice to the Contractor to correct the breach,
39 immediately terminate the contract or, at its discretion, procure or renew such
40 insurance and pay any and all premiums in connection therewith, with any sums
41 so expended to be repaid to the Contracting Agency on demand, or at the sole
42 discretion of the Contracting Agency, offset against funds due the Contractor from
43 the Contracting Agency.

44

SPECIAL PROVISIONS



1 J. All costs for insurance shall be incidental to and included in the unit or lump sum
2 prices of the contract and no additional payment will be made.

3 4 **1-07.18(2) Additional Insured**

5
6 All insurance policies, with the exception of Professional Liability and Workers
7 Compensation, shall name the following listed entities as additional insured(s):

- 8 ■ the Contracting Agency and its officers, elected officials, employees, agents,
9 and volunteers
- 10 ■ *****Osborn Consulting, Inc*****

11 The above-listed entities shall be additional insured(s) for the full available limits of
12 liability maintained by the Contractor, whether primary, excess, contingent or
13 otherwise, irrespective of whether such limits maintained by the Contractor are
14 greater than those required by this Contract, and irrespective of whether the
15 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes
16 limits lower than those maintained by the Contractor.

17 18 **1-07.18(3) Subcontractors**

19
20 Contractor shall ensure that each subcontractor of every tier obtains and maintains
21 at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon
22 request of the Contracting Agency, the Contractor shall provide evidence of such
23 insurance.

24 25 **1-07.18(4) Evidence of Insurance**

26
27 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance
28 and endorsements for each policy of insurance meeting the requirements set forth
29 herein when the Contractor delivers the signed Contract for the work. The certificate
30 and endorsements must conform to the following requirements:

- 31 1. An ACORD certificate or a form determined by the Contracting Agency to be
32 equivalent.
- 33 2. Copies of all endorsements naming Contracting Agency and all other entities
34 listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The
35 Contractor may submit a copy of any blanket additional insured clause from its
36 policies instead of a separate endorsement. A statement of additional insured
37 status on an ACORD Certificate of Insurance shall not satisfy this requirement.
- 38 3. Any other amendatory endorsements to show the coverage required herein.

39 40 **1-07.18(5) Coverages and Limits**

41
42 The insurance shall provide the minimum coverages and limits set forth below.
43 Providing coverage in these stated minimum limits shall not be construed to relieve

SPECIAL PROVISIONS



1 the Contractor from liability in excess of such limits. All deductibles and self-insured
2 retentions must be disclosed and are subject to approval by the Contracting Agency.
3 The cost of any claim payments falling within the deductible shall be the
4 responsibility of the Contractor.

5 6 **1-07.18(5)A Commercial General Liability**

7
8 A policy of Commercial General Liability Insurance, including:

9
10 Per project aggregate

11 Premises/Operations Liability

12 Products/Completed Operations – for a period of one year following final acceptance
13 of the work.

14 Personal/Advertising Injury

15 Contractual Liability

16 Independent Contractors Liability

17 Stop Gap / Employers’ Liability

18 Explosion, Collapse, or Underground Property Damage (XCU)

19 Blasting (only required when the Contractor’s work under this Contract includes
20 exposures to which this specified coverage responds)

21
22 Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

23 Stop Gap / Employers’ Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

24 25 **1-07.18(5)B Automobile Liability**

26
27 Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS
28 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be
29 transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000	combined single limit
-------------	-----------------------

30 31 **1-07.18(5)C Workers’ Compensation**

32

SPECIAL PROVISIONS



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

3
4 **1-07.18(5)E All Risk Builder's Risk**
5 *(May 10, 2006 APWA GSP)*

6
7 Contractor shall purchase and maintain Builders Risk insurance covering interests of
8 the Contracting Agency, the Contractor, Subcontractors, and Sub-subcontractors in
9 the work. Builders Risk insurance shall be on a all-risk policy form and shall insure
10 against the perils of fire and extended coverage and physical loss or damage
11 including flood, earthquake, theft, vandalism, malicious mischief and collapse. The
12 Builders Risk insurance shall include coverage for temporary buildings, debris
13 removal, and damage to materials in transit or stored off-site. Such insurance shall
14 cover "soft costs" including but not limited to design costs, licensing fees, and
15 architect's and engineer's fees. Builders Risk insurance shall be written in the
16 amount of the completed value of the project, with no coinsurance provisions.

17
18 The Builders Risk insurance covering the work shall have a deductible of \$5,000 for
19 each occurrence, which will be the responsibility of the Contractor. Higher
20 deductibles for flood, earthquake and all other perils may be accepted by the
21 Contracting Agency upon written request by the Contractor and written acceptance
22 by the Contracting Agency. Any increased deductibles accepted by the Contracting
23 Agency will remain the responsibility of the Contractor.

24
25 The Builders Risk insurance shall be maintained until final acceptance of the work by
26 the Contracting Agency.

27
28 The Contractor and the Contracting Agency waive all rights against each other any of
29 their Subcontractors, Sub-subcontractors, agents and employees, each of the other,
30 for damages caused by fire or other perils to the extent covered by Builders Risk
31 insurance or other property insurance applicable to the work. The policies shall
32 provide such waivers by endorsement or otherwise.

33
34 **1-07.23 Public Convenience and Safety**

35
36 **1-07.23(1) Construction Under Traffic**
37 *(January 2, 2012 WSDOT GSP)*

38
39 **Work Zone Clear Zone**

40 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours.
41 The WZCZ applies only to temporary roadside objects introduced by the Contractor's
42 operations and does not apply to preexisting conditions or permanent Work. Those
43 work operations that are actively in progress shall be in accordance with adopted
44 and approved Traffic Control Plans, and other contract requirements.

SPECIAL PROVISIONS



1
2 During nonworking hours equipment or materials shall not be within the WZCZ
3 unless they are protected by permanent guardrail or temporary concrete barrier.
4 The use of temporary concrete barrier shall be permitted only if the Engineer
5 approves the installation and location.
6

7 During actual hours of work, unless protected as described above, only materials
8 absolutely necessary to construction shall be within the WZCZ and only construction
9 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
10 allowed to stop or park on the shoulder of the roadway.
11

12 The Contractor's nonessential vehicles and employees private vehicles shall not be
13 permitted to park within the WZCZ at any time unless protected as described above.
14

15 Deviation from the above requirements shall not occur unless the Contractor has
16 requested the deviation in writing and the Engineer has provided written approval.
17

18 Minimum WZCZ distances are measured from the edge of traveled way and will be
19 determined as follows:
20

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

21 * or 2-feet beyond the outside edge of sidewalk
22

23 Minimum Work Zone Clear Zone Distance

24 1-07.24 Rights of Way 25 (October 1, 2005 APWA GSP) 26 27

28 REPLACE this Section with the following:
29

30 Street right of way lines, limits of easements, and limits of construction permits are
31 indicated in the Plans. The Contractor's construction activities shall be confined
32 within these limits, unless arrangements for use of private property are made.
33

SPECIAL PROVISIONS



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

5
6 Whenever any of the work is accomplished on or through property other than public
7 right of way, the Contractor shall meet and fulfill all covenants and stipulations of
8 any easement agreement obtained by the Contracting Agency from the owner of the
9 private property. Copies of the easement agreements may be included in the
10 Contract Provisions or made available to the Contractor as soon as practical after
11 they have been obtained by the Engineer.

12
13 Whenever easements or rights of entry have not been acquired prior to advertising,
14 these areas are so noted in the Plans. The Contractor shall not proceed with any
15 portion of the work in areas where right of way, easements or rights of entry have
16 not been acquired until the Engineer certifies to the Contractor that the right of way
17 or easement is available or that the right of entry has been received. If the
18 Contractor is delayed due to acts of omission on the part of the Contracting Agency in
19 obtaining easements, rights of entry or right of way, the Contractor will be entitled to
20 an extension of time. The Contractor agrees that such delay shall not be a breach of
21 contract.

22
23 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
24 This includes entry onto easements and private property where private
25 improvements must be adjusted.

26
27 The Contractor shall be responsible for providing, without expense or liability to the
28 Contracting Agency, any additional land and access thereto that the Contractor may
29 desire for temporary construction facilities, storage of materials, or other Contractor
30 needs. However, before using any private property, whether adjoining the work or
31 not, the Contractor shall file with the Engineer a written permission of the private
32 property owner, and, upon vacating the premises, a written release from the
33 property owner of each property disturbed or otherwise interfered with by reasons
34 of construction pursued under this contract. The statement shall be signed by the
35 private property owner, or proper authority acting for the owner of the private
36 property affected, stating that permission has been granted to use the property and
37 all necessary permits have been obtained or, in the case of a release, that the
38 restoration of the property has been satisfactorily accomplished. The statement
39 shall include the parcel number, address, and date of signature. Written releases
40 must be filed with the Engineer before the Completion Date will be established.

41 **1-08 PROSECUTION AND PROGRESS**

42
43 NEW Section:

SPECIAL PROVISIONS



1
2 **1-08.0 Preliminary Matters**
3

4 **1-08.0(1) Preconstruction Conference**
5 *(October 10, 2008 APWA GSP)*
6

7 Prior to the Contractor beginning the work, a preconstruction conference will be
8 held between the Contractor, the Engineer and such other interested parties as
9 may be invited. The preconstruction meeting shall be attended, at a minimum, by
10 the site superintendent assigned to the project. The purpose of the
11 preconstruction conference will be:

- 12 1. To review the initial progress schedule;
- 13 2. To establish a working understanding among the various parties
14 associated or affected by the work;
- 15 3. To establish and review procedures for progress payment, notifications,
16 approvals, submittals, etc.;
- 17 4. To establish normal working hours for the work;
- 18 5. To review safety standards and traffic control; and
- 19 6. To discuss such other related items as may be pertinent to the work.
20

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

- 23 1. A breakdown of all lump sum items;
- 24 2. A preliminary schedule of working drawing submittals; and
- 25 3. A list of material sources for approval if applicable.
26

27 **1-08.0(2) Hours of Work**
28 *(March 8, 2013 APWA GSP)*
29

30 Except in the case of emergency or unless otherwise approved by the Contracting
31 Agency, the normal straight time working hours for the Contract shall be any
32 consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a
33 maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-
34 hour working period for the Contract shall be established at the preconstruction
35 conference or prior to the Contractor commencing the work.
36

37 Written permission from the Engineer is required, if a Contractor desires to
38 perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00
39 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall
40 apply in writing to the Engineer for such permission, no later than noon on the
41 working day prior to the day for which the Contractor is requesting permission to
42 work.
43

SPECIAL PROVISIONS



1 ***Work which requires the use of a traffic control plan which utilizes the
2 temporary closure of all lanes in one direction or which utilizes a temporary
3 shared travel lane for opposite directions of traffic, is limited to between 9 am and
4 3 pm each weekday. Traffic control may not be put in place until after 9 am each
5 day, and all lanes of travel shall be reestablished and unencumbered by 3 pm each
6 day.***

7
8 Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during
9 weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or
10 holidays may also be subject to noise control requirements. Approval to continue
11 work during these hours may be revoked at any time the Contractor exceeds the
12 Contracting Agency's noise control regulations or complaints are received from the
13 public or adjoining property owners regarding the noise from the Contractor's
14 operations. The Contractor shall have no claim for damages or delays should such
15 permission be revoked for these reasons.

16
17 Permission to work Saturdays, Sundays, holidays, or other than the agreed upon
18 normal straight time working hours Monday through Friday may be given subject
19 to certain other conditions set forth by the Contracting Agency or Engineer. These
20 conditions may include but are not limited to:

- 21 • The Engineer may require designated representatives to be present during
22 the work. Representatives who may be deemed necessary by the Engineer
23 include, but are not limited to: survey crews; personnel from the Contracting
24 Agency's material testing lab; inspectors; and other Contracting Agency
25 employees when in the opinion of the Engineer, such work necessitates their
26 presence.
- 27 • On non-Federal aid projects, requiring the Contractor to reimburse the
28 Contracting Agency for the costs in excess of straight-time costs for
29 Contracting Agency representatives who worked during such times.
- 30 • Considering the work performed on Saturdays, Sundays, and holidays as
31 working days with regard to the contract time.
- 32 • Considering multiple work shifts as multiple working days with respect to
33 contract time, even though the multiple shifts occur in a single 24-hour
34 period.

35
36 **1-08.0(4) Preconstruction Submittals**
37 *(April 2015 COK GSP)*
38

SPECIAL PROVISIONS



1 Prior to the Contractor beginning the work, the Contractor shall submit the following
2 information to the City:

- 3
- 4 • Detailed Equipment List, including “Rental Rate Blue Book” hourly costs
5 (both working and standby rates). The following shall be included within
6 the list:
 - 7 • Equipment type
 - 8 • Manufacturer
 - 9 • Year manufactured
 - 10 • Gas or diesel
 - Model or capacity
 - Horsepower
 - Attachments
 - Owner
 - 11 • Weighted wage rates for all employee classifications anticipated to be
12 used on Project
 - 13 • Request to Subcontract Work forms (or, if applicable, during construction,
14 3 working days prior to subcontractor work starting)
 - 15 • Temporary Erosion and Sediment Control Plan (TESC)
 - 16 • Construction Surface Water Pollution Prevention Plan (CSWPPP)
 - 17 • Spill Prevention, Control, and, Countermeasure (SPCC) Plan
- 18

19 **1-08.1 Subcontracting** 20 *(April 2015 COK GSP)*

21
22 SUPPLEMENT this Section with the following:

23
24 A subcontractor or lower tier subcontractor will not be permitted to perform any
25 work under the contract until a Request to Subcontract Form (Form 605 – equivalent
26 to Form 421-012) has been approved. The Contractor shall provide the Contracting
27 Agency 3 working days to review and approve/reject all Request to Subcontract
28 submittals.

29
30 Contractor shall complete responsibility check on all subcontractors proposed for
31 the project. All supporting documentation for responsibility check shall be included
32 with the Request to Subcontract form. The following verification is required to be
33 submitted with the Request to Subcontract form:

34
35 Industrial Insurance (Employer Liability): <https://secure.lni.wa.gov/verify/>

36 State Contractor's License Status: <https://secure.lni.wa.gov/verify/>

37 Department of Revenue Account:

38 <http://dor.wa.gov/content/doingbusiness/registermybusiness>

39 Federal Debarment Listed: <https://www.sam.gov/portal/public/SAM/#1>

40 State Debarment Listed:

41 [http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredC](http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors)
42 [ontractors](http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors)

SPECIAL PROVISIONS



1 **1-08.3(2) Progress Schedule Types**

2
3 **1-08.3(2)A Type A Progress Schedule**
4 *(March 13, 2012 APWA GSP)*

5
6 REVISE this section to read:

7
8 The Contractor shall submit **2** copies of a Type A Progress Schedule no later than at
9 the preconstruction conference, or some other mutually agreed upon submittal time.
10 The schedule may be a critical path method (CPM) schedule, bar chart, or other
11 standard schedule format. Regardless of which format used, the schedule shall
12 identify the critical path. The Engineer will evaluate the Type A Progress Schedule
13 and approve or return the schedule for corrections within 15 calendar days of
14 receiving the submittal.

15
16 **1-08.4 Prosecution of Work**

17
18 REPLACE this section with the following:

19
20 **1-08.4 Notice to Proceed and Prosecution of Work**
21 *(June 27, 2011 APWA GSP)*

22
23 Notice to Proceed will be given after the contract has been executed and the contract
24 bond and evidence of insurance have been approved and filed by the Contracting
25 Agency. The Contractor shall not commence with the work until the Notice to
26 Proceed has been given by the Engineer. The Contractor shall commence
27 construction activities on the project site within ten days of the Notice to Proceed
28 Date, unless otherwise approved in writing. The Contractor shall diligently pursue
29 the work to the physical completion date within the time specified in the contract.
30 Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
31 Contractor of the responsibility to complete the work within the time(s) specified in
32 the contract.

33
34 When shown in the Plans, the first order of work shall be the installation of high
35 visibility fencing to delineate all areas for protection or restoration, as described in
36 the Contract. Installation of high visibility fencing adjacent to the roadway shall
37 occur after the placement of all necessary signs and traffic control devices in
38 accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall
39 request the Engineer to inspect the fence. No other work shall be performed on the
40 site until the Contracting Agency has accepted the installation of high visibility
41 fencing, as described in the Contract.

42
43 *(April 2015 COK GSP)*
44

SPECIAL PROVISIONS



1 SUPPLEMENT this section with the following:

2
3 A Notice to Proceed will not be given until the Contractor has submitted a completed
4 W-9 form and certificate of insurance, and after the contract has been executed by
5 the City and the Contractor, and where applicable, by any State or Federal agencies
6 responsible for funding any portion of the Project.

7
8 **1-08.5 Time for Completion**
9 *(August 14, 2013 APWA GSP, Option B)*

10
11 REVISE the third and fourth paragraphs to read:

12
13 Contract time shall begin on the first working day following the 5th calendar day
14 after the Notice to Proceed date, **unless otherwise stated in the Notice to
15 Proceed**. If the Contractor starts work on the project at an earlier date, then
16 contract time shall begin on the first working day when onsite work begins.

17
18 Each working day shall be charged to the contract as it occurs, until the contract
19 work is physically complete. If substantial completion has been granted and all the
20 authorized working days have been used, charging of working days will cease. Each
21 week the Engineer will provide the Contractor a statement that shows the number of
22 working days: (1) charged to the contract the week before; (2) specified for the
23 physical completion of the contract; and (3) remaining for the physical completion of
24 the contract. The statement will also show the nonworking days and any partial or
25 whole day the Engineer declares as unworkable. Within 10 calendar days after the
26 date of each statement, the Contractor shall file a written protest of any alleged
27 discrepancies in it. To be considered by the Engineer, the protest shall be in
28 sufficient detail to enable the Engineer to ascertain the basis and amount of time
29 disputed. By not filing such detailed protest in that period, the Contractor shall be
30 deemed as having accepted the statement as correct. If the Contractor is approved to
31 work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the
32 week in which a 4-10 shift is worked would ordinarily be charged as a working day,
33 then the fifth day of that week will be charged as a working day whether or not the
34 Contractor works on that day.

35
36 REVISE the sixth paragraph to read:

37
38 The Engineer will give the Contractor written notice of the completion date of the
39 contract after all the Contractor's obligations under the contract have been
40 performed by the Contractor. The following events must occur before the
41 Completion Date can be established:

- 42 1. The physical work on the project must be complete; and
43 2. The Contractor must furnish all documentation required by the contract and
44 required by law, to allow the Contracting Agency to process final acceptance of

SPECIAL PROVISIONS



1 the contract. The following documents must be received by the Project Engineer
2 prior to establishing a completion date:

- 3 a. Certified Payrolls (per Section 1-07.9(5)).
- 4 b. Material Acceptance Certification Documents
- 5 d. Final Contract Voucher Certification
- 6 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor
7 and all Subcontractors
- 8 f. Property owner releases per Section 1-07.24

9
10 (*March 13, 1995, WSDOT GSP*)

11
12 SUPPLEMENT this Section with the following:

13
14 This project shall be physically completed within 12 working days

15 16 **1-08.9 Liquidated Damages**

17 (*August 14, 2013 APWA GSP*)

18
19 REVISE the fourth paragraph to read:

20
21 When the Contract Work has progressed to Substantial Completion as defined in the
22 Contract, the Engineer may determine that the work is Substantially Complete. The
23 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
24 overruns in Contract time occurring after the date so established, the formula for
25 liquidated damages shown above will not apply. For overruns in Contract time
26 occurring after the Substantial Completion Date, liquidated damages shall be
27 assessed on the basis of direct engineering and related costs assignable to the project
28 until the actual Physical Completion Date of all the Contract Work. The Contractor
29 shall complete the remaining Work as promptly as possible. Upon request by the
30 Project Engineer, the Contractor shall furnish a written schedule for completing the
31 physical Work on the Contract.

32 **1-09 MEASUREMENT AND PAYMENT**

33 34 **1-09.6 Force Account**

35 (*October 10, 2008 APWA GSP*)

36
37 SUPPLEMENT this Section with the following:

38
39 The Contracting Agency has estimated and included in the Proposal, dollar amounts
40 for all items to be paid per force account, only to provide a common proposal for
41 Bidders. All such dollar amounts are to become a part of Contractor's total bid.
42 However, the Contracting Agency does not warrant expressly or by implication, that

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1 the actual amount of work will correspond with those estimates. Payment will be
2 made on the basis of the amount of work actually authorized by Engineer.

3
4 **1-09.9(1) Retainage**
5 *(April 2015 COK GSP)*

6
7 SUPPLEMENT this Section with the following:
8

9 The Retainage Form must be received by the City within 15 calendar days from
10 Notice to Proceed. If the Retainage Form is not submitted within the time period, the
11 Contractor authorizes the City to hold all retainage funds per Option A of the
12 Declaration of Option for Management of Statutory Retainage Percentage Form until
13 such time as the form is completed and returned to the City.

14
15 Neither the final payment nor any part of the retained percentage shall become due
16 until Contractor, if requested, delivers to Owner a complete release of all liens arising
17 out of this Contract, or receipts in full in lieu thereof, and, if required in either case,
18 an affidavit that so far as the Contractor has knowledge or information, the release
19 and receipts include all labor and materials for which a lien could be filed: but
20 Contractor may, if any subcontractor refuses to furnish a release or receipt in full,
21 furnish a bond satisfactorily to Engineer to indemnify Owner against the lien. If any
22 lien remains unsatisfied after all payments are made, Contractor shall reimburse to
23 Owner all moneys that the latter may be compelled to pay in discharging such lien,
24 including all cost and reasonable engineer's and attorney's fees.

25
26 **1-09.13 Claims Resolution**
27 *(April 2015 COK GSP)*

28
29 REPLACE this Section with the following:
30

31 The Contractor and the Contracting Agency mutually agree that all claims submitted
32 in accordance with Section 1-09.11 and not resolved shall be resolved through
33 litigation. Prior to seeking claim resolution, the Contractor shall proceed under
34 administrative procedures in Sections 1-04.5, 1-09.11 and any Special Provision
35 provided in the Contract for resolution of disputes. The provisions of these sections
36 must be complied with in full, as a condition precedent to the Contractor's right to
37 seek claim resolution through litigation.

38 **1-10 TEMPORARY TRAFFIC CONTROL**

39
40 **1-10.2 Traffic Control Management**

41
42 **1-10.2(1) General**
43 *(December 1, 2008 WSDOT GSP)*

SPECIAL PROVISIONS



1
2 SUPPLEMENT this Section with the following:

3
4 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
5 the State of Washington. The Traffic Control Supervisor shall be certified by one of
6 the following:

7
8 The Northwest Laborers-Employers Training Trust
9 27055 Ohio Ave.
10 Kingston, WA 98346
11 (360) 297-3035

12
13 Evergreen Safety Council
14 401 Pontius Ave. N.
15 Seattle, WA 98109
16 1-800-521-0778 or
17 (206) 382-4090

18
19 The American Traffic Safety Services Association
20 15 Riverside Parkway, Suite 100
21 Fredericksburg, Virginia 22406-1022
22 Training Dept. Toll Free (877) 642-4637
23 Phone: (540) 368-1701
24

25 **1-10.2(2) Traffic Control Plans**
26 (*****)

27
28 SUPPLEMENT this Section with the following:

29
30 Traffic control plans are included within the Plans. The Contractor shall submit
31 written acceptance of the traffic control plans or submit site specific traffic control
32 plans for approval by Engineer. Traffic control plans shall include pedestrian access
33 pathways as needed. Traffic control plans require a minimum of 5 working days for
34 review.

35
36 Unless otherwise approved by the project engineer in writing, work which requires
37 the use of a traffic control plan which utilizes the temporary closure of all lanes in
38 one direction or which utilizes a temporary shared travel lane for opposite directions
39 of traffic, is limited to between 9 am and 3 pm each weekday. Traffic control may not
40 be put in place until after 9 am each day, and all lanes of travel shall be reestablished
41 and unencumbered by 3 pm each day.
42

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1-10.2(4) Pedestrian Traffic Control

(April 2015 COK GSP)

NEW Section:

If no alternative is proposed within the contract plans, all existing pedestrian routes and access points within the project limits, including sidewalks and crosswalks, shall remain open and clear at all times. The Contractor may propose Traffic Control Plans (TCP's) that comply with the MUTCD, ADA requirements, and these Specifications. Contractor proposed TCP's detailing the alternative accessible pedestrian route shall be approved by the Engineer prior to implementation. The plans will either be returned for correction, approved as noted, or approved for use by the end of a 3 working day review period. Each time the plan is returned for correction, an additional 3-day review period may be necessary.

When the Engineer allows work areas to encroach upon a sidewalk or crosswalk area, and minimum clear width of 48-inches cannot be maintained for pedestrian use, an alternative accessible pedestrian route shall be provided. Separation of pedestrians from the work area and vehicular traffic is required.

Protective barricades, fencing, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe, well defined and accessible. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Foot bridges shall be safe, strong, and free of bounce and sway, have a slip resistant coating, and be free of cracks, holes and irregularities that could cause tripping. Ramps, with a maximum slope of 8.3%, shall be provided at the entrance and exit of all raised footbridges. The maximum cross slope shall be 2.0%. When the existing facility is illuminated or TCP's requires illumination, illumination shall be provided during the hours of darkness. Retroreflective delineation shall be provided during hours of darkness.

Where accessible pedestrian routes are allowed to be closed by the Engineer during construction, an alternate accessible pedestrian route shall be provided that complies with the MUTCD, ADA requirements and these Specifications. The alternate accessible pedestrian route shall not have abrupt changes in grade or terrain. Barriers and channelizing devices shall include a continuous cane-detectable barrier and shall be detectable to pedestrians who have visual disabilities as required by current ADA standards. Where it is necessary to divert pedestrians into the roadway, barricading or channelizing devices shall be provided to separate the pedestrian route from the adjacent vehicular traffic lane. Barricading or channelizing devices used to separate pedestrian and vehicular traffic shall be crashworthy and, when struck by vehicles, present a minimum threat to pedestrians, workers, and occupants of impacting vehicles. Temporary ramps, with a maximum slope of 8.3%, shall be provided at any location where pedestrian traffic must cross between an

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1 elevated surface (such as a curb or raised sidewalk) and non-elevated surface (such
2 as a road shoulder). At no time shall pedestrians be diverted into a portion of the
3 street used concurrently by moving vehicular traffic.

4
5 In addition the Traffic Control Plan shall address the following:

- 6
7 • All pedestrians, including persons with disabilities, shall be provided with a safe
8 and accessible route.
- 9
10 • The width of the existing pedestrian facility shall be maintained if possible. When
11 it is not possible to maintain a minimum width of 60-inches throughout the entire
12 length of the pedestrian route, a minimum width of 48-inches shall be provided
13 with 60-inch x 60-inch passing zones spaced at maximum intervals of 200-feet to
14 allow individuals in wheelchairs to pass.
- 15
16 • Traffic control devices and other construction materials and features shall not
17 intrude into the usable width of the sidewalk, alternate accessible pedestrian
18 route, or other pedestrian facility.
- 19
20 • Signs and other devices mounted lower than 84-inches above the temporary
21 accessible pedestrian route shall not project more than 4-inches into the
22 accessible pedestrian route.
- 23
24 • A smooth, continuous hard surface shall be provided throughout the entire length
25 and width of the pedestrian route throughout construction. There shall be no
26 curbs or vertical elevation changes greater than ½-inch in grade or terrain that
27 could cause tripping or be a barrier to wheelchair use. Vertical elevation
28 differences between ¼-inch and ½-inch shall be beveled at a maximum 2:1 slope.
- 29
30 • When channelization is used to delineate a pedestrian pathway, a continuous
31 detectable edging shall be provided throughout the length of the facility such that
32 pedestrians using a cane can follow it. Edging shall protrude at least 6-inches
33 above the surface of the sidewalk or pathway with the bottom of the edging a
34 maximum of 2-1/2 inches above the surface.
- 35
36 • Temporary ramps shall be provided when an alternate accessible pedestrian
37 route crosses a curb and no permanent curb ramps are in place. The width of the
38 curb ramp shall be a minimum of 48-inches and the maximum slope of the ramp
39 shall be 8.3%. The maximum cross slope shall be 2.0%. The bottom of the curb
40 ramp shall be flush with the Roadway. Temporary detectable warning mats shall
41 be installed at street crossings.
- 42
43 • When possible, an alternate accessible pedestrian route shall be provided on the
44 same side of the street as the disrupted route. When it is not possible, the

SPECIAL PROVISIONS



1 alternate route shall be clearly identified at the nearest intersection crossing
2 prior to the closure area.

- 3
- 4 • Information regarding closed pedestrian routes, alternate crossings, and sign and
5 signal information shall be communicated to pedestrians with visual disabilities
6 by providing devices such as audible information devices, accessible pedestrian
7 signals, or barriers and channelizing devices that are detectable to the
8 pedestrians traveling with the aid of a cane or who have low vision.
- 9
- 10 • It is desirable that pedestrians cross to the opposite side of the roadway at
11 intersections rather than mid-block. Appropriate signing shall be placed at the
12 intersections prior to any pedestrian route closure.
- 13
- 14 • If not otherwise stated in the contract provisions, access to transit stops shall be
15 provided and maintained at all times. Transit stops may be temporarily relocated
16 with approval of the transit agency and the Project Engineer.
- 17
- 18 • At locations where adjacent alternate walkways cannot be provided, appropriate
19 signs shall be posted at the limits of construction and in advance of the closure at
20 the nearest crosswalk or intersection, to divert pedestrians across the street.
21 Physical barricades shall be installed to prevent visually impaired people from
22 inadvertently entering a closed area.
- 23

24 If, at any point, the contractor's implemented traffic control measures are not
25 sufficient to provide safe travel for vehicles, bicycles, and/or pedestrians or the plan
26 does not satisfy ADA requirements, the City Inspector may shut down work and
27 suspend all contractor operations until a sufficient traffic control plan is
28 implemented. Any costs associated with such a suspension, including costs for
29 delays, shall be borne by the contractor.

30

31 **1-10.4 Measurement**

32

33 **1-10.4(1) Lump Sum Bid for Project (No Unit Items)** 34 *(August 2, 2004 WSDOT GSP)*

35

36 SUPPLEMENT this Section with the following:

37

38 The proposal contains the item "Project Temporary Traffic Control", lump sum. The
39 provisions of Section 1-10.4(1) shall apply.

40

41

42 **END OF DIVISION 1**

43

SPECIAL PROVISIONS



DIVISION 2 EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

(March 13, 1995 WSDOT GSP)

SUPPLEMENT this Section with the following:

Clearing and grubbing on this project shall be performed within the following limits:

limited to areas adjacent to sidewalk removal and only to the limits necessary to remove and replace the sidewalk and fencing

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

*(*****)*

SUPPLEMENT this Section with the following:

The approximate thickness of sidewalk pavement is as follows:

5 inches.

Sidewalk panels shall be located by the Engineer for removal and shall be removed joint to joint.

2-02.4 Measurement

*(*****)*

SUPPLEMENT this Section with the following:

"Remove Asphalt Pavement", per square yard

"Remove Cement Concrete Curb and Gutter", per linear foot

"Remove Cement Concrete Sidewalk", per square yard

Measurement for "Remove Asphalt Pavement" and "Remove Cement Concrete Sidewalk" shall be by the square yard of the top surface area removed regardless of the type or types of pavement and varying depths. "Remove Cement Concrete Curb and Gutter" shall be per linear foot along the line and slope of the curb prior to

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1 removal. Removal of curb ramps shall be measured as per "Remove Cement Concrete
2 Sidewalk".

3
4 **2-02.5 Payment**
5 **(*****)**

6
7 SUPPLEMENT this Section with the following:

8
9 "Remove Asphalt Pavement", per square yard
10 "Remove Cement Concrete Curb and Gutter", per linear foot
11 "Remove Cement Concrete Sidewalk", per square yard
12 Payment shall be full compensation for furnishing all costs of labor, materials, tools,
13 and equipment incurred by the Contractor and necessary for performing the work.
14 Removal of curb ramps shall be paid for under "Remove Cement Concrete Sidewalk".

15
16

END OF DIVISION 2

SPECIAL PROVISIONS



DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01 Description

REPLACE this Section with the following:

This Work consists of preparing TESC plans and CSWPPP, and furnishing, installing, maintaining, removing and disposing of high visibility fence, water pollution and erosion control BMPs in accordance with these Specifications and as shown in the Plans or as designated by the Engineer. These controls shall prevent erosion and scour, treat sediment laden water for acceptable discharge, and prevent conveyance of pollutants and sediment into surface waters, drainage systems, and environmentally sensitive areas.

8-01.3 Construction Requirements

8-01.3(1) General

(*****)

SUPPLEMENT this Section 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 resulting from the Contractor's actions. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other water which may occur as a result of construction operations. The Contractor shall be responsible for damage and clean-up of any sedimentation or pollution caused by the Contractor's operations or actions.

It is the Contractor's responsibility to control water pollution and erosion resulting from his or her activities. All minimum required BMPs shall be installed and fully operational. If the Contractor is unable to satisfactorily abate water pollution or erosion problems due to adverse weather or construction methods, the Engineer shall suspend all or parts of the work until such problems are resolved to the satisfaction of the Engineer. The Contractor shall work diligently to implement additional BMPs or alternate construction methods to control water pollution and erosion. The contractor shall not be compensated for delays resulting from such a suspension.

If the alternative erosion control BMPs fail, the Contractor shall be responsible for stabilizing the disturbed area to prevent erosion or pollution at no additional cost to

SPECIAL PROVISIONS



1 the City. It is the Contractor's responsibility to carefully select and implement
2 appropriate erosion control alternatives given the site conditions.

3
4 No additional sediment shall be allowed to accumulate within a catch basin. If
5 cleaning during construction is needed, the cleaning operation shall not flush
6 sediment-laden water into the downstream system. The cleaning shall be conducted
7 using an approved vacuum truck capable of jet rodding the lines. The collection and
8 disposal of the sediment shall be the responsibility of the Contractor at no cost to the
9 City.

10
11 The Contractor shall take all necessary precautions and utilize Best Management
12 Practices (BMPs) to prevent sediment, concrete, construction material and fugitive
13 dust from construction activities from entering into storm water systems, natural
14 waterways (including the stream adjacent to the project), or environmentally
15 sensitive areas and from otherwise being carried away from the construction area by
16 stormwater or air. BMPs shall be furnished, installed, and maintained for the
17 duration of this Project to protect environmentally sensitive areas, sloped surfaces,
18 adjacent areas and/or water bodies or conveyance systems. Work shall be scheduled
19 to be completed in short segments to maximize control over material handling and in
20 controlling erosion during construction. Any damage caused, fees incurred, or fines
21 assessed as result of the Contractor's failure to maintain the erosion control
22 materials shall be borne by the Contractor alone.

23
24 The Contractor shall coordinate with the Engineer on required erosion control BMPs
25 prior to beginning construction activities. As construction progresses and seasonal
26 conditions dictate, more erosion control BMPs may be required to ensure complete
27 erosion control. Therefore, during the course of construction, it shall be the
28 obligation and responsibility of the Contractor to address any new conditions that
29 may be created by his or her activities. Additional erosion control BMPs may be
30 required by the Engineer in the event of an emergency, and as weather and field
31 conditions dictate in order to protect the adjacent stream or nearby storm water
32 systems. The cost for furnishing the BMPs requested by the Engineer shall be borne
33 by the Contractor.

34
35 It is required that the Engineer observe the work specified herein. The Contractor
36 shall request observance at least 24 hours in advance of the time such observance is
37 required. Observance is required on the following portions of the work:

- 38
39 a) Filling of voids (as specified in Section 8-33).
40 b) During concrete pouring

41
42 The Contractor shall install perimeter control BMPs prior to removing the concrete
43 sidewalk panels. Depending on the site location, the perimeter control BMPs may
44 include silt fence, high visibility fence, straw wattles etc. The perimeter control BMPs

SPECIAL PROVISIONS



1 considered by the Contractor shall ensure that absolutely no concrete slurry or
2 material or construction equipment can enter the adjacent stream channel below the
3 ordinary high water mark.

4
5 All catch basins within the project limits and adjacent areas shall have filter fabric
6 installed over the inlet to prevent sedimentation from entering the storm system.
7 The fabric shall be routinely cleaned of sediment to prevent plugging. This sediment
8 shall be regularly removed, loaded, and disposed of whenever it presents a potential
9 surface accumulation problem or concern to the City. The disposal of the sediment
10 shall be the responsibility of the Contractor at no cost to the City.

11
12 Sloped surfaces disturbed by construction shall be restored and protected in such a
13 manner that surface runoff does not erode the embankments, slopes, or ground
14 surfaces, nor create surface channels, or ruts. Soil stabilization and temporary
15 erosion protection BMPs may include the use of straw, jute matting, wattles, heavy
16 plastic sheeting, or other forms of ground cover on areas disturbed by construction.

17
18 The Contractor shall ensure effective concrete handling measures and BMPs are
19 employed for the duration of this Project. As the project is adjacent to a stream, the
20 Contractor shall employ the necessary containment BMPs to prevent freshly poured
21 concrete and concrete waste from entering the adjacent stream. The gaps in the form
22 work for the sidewalk panels shall be covered to prevent any leaks of freshly poured
23 concrete from entering into the stream channel. Guidelines for concrete handling,
24 storage, containment, pollution prevention provided in the DOE 2012 Stormwater
25 Management Manual of Western Washington, Volume II-Construction Stormwater
26 Pollution Prevention shall be adhered to. The Contractor shall collect the concrete
27 slurry and/or residues from the work area and dispose of it in accordance with
28 Section 2-03.3(7)C.

29
30 The Contractor shall stockpile on-site sufficient and applicable BMP materials and
31 supplies to protect the entire site and ensure that sediment, debris, concrete slurry,
32 dust or any construction related discharges do not enter the waters of the state or
33 environmentally sensitive areas. Necessary spill kit materials for immediate cleanup
34 of site during spills shall also be stored on-site. A list of materials is provided in the
35 current WSDOT Temporary Erosion and Sediment Control Manual (TESCM)- Section
36 5-1.1.23, and in the Department of Ecology (DOE) 2012 Stormwater Management
37 Manual of Western Washington, Volume II-Construction Stormwater Pollution
38 Prevention as BMP C150: Materials on Hand. The Contractor's CSWPPP shall list the
39 materials the Contractor shall keep on-site.

40 41 **8-01.3(8) Street Cleaning**

42 **(*****)**

43
44 SUPPLEMENT this Section with the following:

SPECIAL PROVISIONS



1
2 The Contractor is responsible for keeping the street and off-site parking area clean
3 from construction activities. The Contractor shall keep paved surfaces clean using
4 mechanical sweeping equipment, hand shovels, brooms, or other acceptable
5 methods suitable for removing dirt, rock, concrete pieces, silts, and sand.

6
7 Street sweeping shall be completed each day before the contractor re-opens any
8 closed lanes to traffic or leaves the site for the day, whichever comes first.

9
10 Street washing is not allowed.

11 **8-01.3(1)A Submittals**

12 **(*****)**

13
14
15 REPLACE the first sentence in this Section with the following:

16
17 The Contractor shall provide Temporary Erosion and Sediment Control (TESC) Plans
18 for the project. The Contractor shall submit a TESC Plan prepared in accordance with
19 template provided in the King County Surface Water Design Manual and meet all the
20 requirements of the current Department of Ecology (DOE) 2012 Stormwater
21 Management Manual of Western Washington, Volume II-Construction Stormwater
22 Pollution Prevention, and all applicable permits. Where conflicts arise between the
23 Manuals, DOE requirements and any permits, the order of requirements of the
24 permits shall prevail followed by the DOE requirements.

25
26 The Contractor shall submit a completed Construction Surface Water Pollution
27 Prevention Plan (CSWPPP) that meets all the requirements of the King County
28 Surface Water Design Manual.

29
30 At a minimum, the TESC Plan prepared by the Contractor and submitted for review
31 and approval to the City shall identify:

- 32
- 33 1. Existing drainage patterns including nearest catch basin(s) and adjacent
 - 34 stream location or location of outlets of subsurface drainage system;
 - 35 2. Work Area/Limits of Work/Limits of disturbance;
 - 36 3. Sensitive Areas
 - 37 4. Stockpile Areas
 - 38 5. Initial BMPs, to be installed at the start of construction
 - 39 6. Locations of erosion control BMPs;
 - 40 7. Location and detail of perimeter control BMPs; including silt fence and High
 - 41 Visibility fence
 - 42 8. Location and detail of BMPs placed adjacent to the stream above the ordinary
 - 43 high water level.
 - 44 9. Location of water quality sampling locations

SPECIAL PROVISIONS



- 1 10. Construction schedule; and
- 2 11. Construction sequence and phasing plan.

3
4 The TESC Plan shall include the following requirements:

- 5
6 • The Contractor shall keep daily inspection records of all erosion control
7 measures and practices. Daily inspection records shall, at a minimum, contain
8 the date, location, erosion control measure in place,
9 adjustments/additions/removals, areas of concern and response to such
10 concern.
- 11
12 • Once per week, the Contractor shall take turbidity and pH measurements at
13 the exit points of all storm water outfalls that exit the project limits. Turbidity
14 measurements shall be obtained by a licensed and qualified individual or a
15 licensed and qualified firm. Sampling and testing shall be done in compliance
16 with industry standards for sampling and testing water for turbidity and pH.
- 17
18 • Test results that indicate turbidity is higher than an the base line turbidity or
19 pH that is ± 1 from the base line shall be considered out of compliance and
20 water shall be treated to within tolerance levels prior to entering the storm
21 system.

22
23 The Contractor shall submit test results and inspection logs at the end of each month
24 to the Engineer.

25
26 The Contractor is responsible for developing the means and methods necessary to
27 meet the requirements set forth in the Kenmore Municipal Code, the 2009 King
28 County Surface Water Manual, and the City of Kenmore Standards.

29
30 The TESC Plan is a working and living document and will need to be adjusted during
31 construction depending on specific conditions. Contractor shall be fully responsible
32 for proper erosion and sediment control including concrete handling throughout the
33 project duration.

34 35 **8-01.4 Measurement**

36 (*****)

37
38 SUPPLEMENT this Section with the following:

39
40 When the Bid Proposal contains the lump sum item "Erosion/Water Pollution
41 Control", there will be no measurement of unit items for Work defined by Section 8-
42 01. No specific unit of measurement will apply to the lump sum bid item
43 "Erosion/Water Pollution Control".

SPECIAL PROVISIONS



1 **8-01.5 Payment**

2 (*****)

3
4 SUPPLEMENT this Section with the following:

5
6 "Erosion/Water Pollution Control", lump sum

7
8 The lump sum price for "Erosion/Water Pollution Control" shall include full
9 compensation for all labor, materials, tools, equipment, and incidentals necessary to
10 satisfactorily complete the work as defined in the plans, specifications, including
11 preparing, submitting, implementing, and revising the TESC Plans, and maintenance
12 and removal of erosion and water pollution control devices.

14 **8-12 CHAIN LINK FENCE AND WIRE FENCE**

16 **8-12.1 Description**

17 (*****)

18
19 SUPPLEMENT this Section with the following:

20
21 Work for "Remove/Reinstall Chain Link Fence In Kind (No Change)" shall include the
22 following:

- 23 • Removal of existing fence posts, mesh, bottom bar, and tension wire.
- 24 • Preservation and reuse of existing fence mesh, posts, tension wire, and
25 hardware removed
- 26 • New post foundations with new sidewalk

27
28 Work for "Remove/Reinstall Chain Link Fence w/ Tension Wire" shall include the
29 following:

- 30 • Removal of existing fence posts, mesh, bottom and top bars.
- 31 • Preservation and reuse of existing fence mesh, posts, and hardware removed
- 32 • Replacement of top bar with tension wire
- 33 • New post foundations with new sidewalk
- 34 • Disposal of fence top bar

35
36 Work for "Replace Chain Link Top Rail w/ Tension Wire" shall include the following:

- 37 • Preservation and reuse of existing fence mesh, post, and hardware
- 38 • Replacement of top bar with tension wire
- 39 • Disposal of top bar

40
41 Work for "Repair existing fence post foundation and re-mount" shall include the
42 following:

- 43 • Removal of existing fence posts, mesh, bottom bar, tension wire/top bar, and
44 damage concrete at foundation as needed.

SPECIAL PROVISIONS



- 1 • Preservation and reuse of existing fence mesh, tension wire, post, and
- 2 hardware removed
- 3 • Patching foundation as needed.
- 4 • New post hardware if not preserved.

5
6 Work for "Provide new 4' fence post" shall include the following:

- 7 • Removal of existing fence posts, mesh, bottom bar, tension wire/top bar, and
- 8 removal of damaged or unusable concrete at foundation as needed.
- 9 • Preservation and reuse of existing fence mesh, tension wire, and hardware
- 10 removed
- 11 • New 4' post to match existing (stainless, un-painted)
- 12 • Patching or providing new concrete foundation as needed.
- 13 • New post hardware if not preserved.

14 15 **8-12.3 Construction Requirements**

16 *(*****)*

17
18 SUPPLEMENT this Section with the following:

19
20 Where indicated in the plans, the Contractor shall remove entire fence including

21 foundations. Removed mesh and hardware shall be protected and preserved for

22 reinstallation. Existing posts including foundations and top bar shall be hauled off

23 site and disposed. New posts and foundations, where required per Section 8-12.1,

24 shall be installed at exact location removed. Preserved mesh and hardware shall be

25 attached to new posts. New tension wire shall be installed.

26
27 The Contractor shall remove top bar from existing fence where noted on the plans.

28 Top bar shall be replaced with tension wire. Top bar shall be hauled off site and

29 disposed.

30
31 See Standard Plans for details on fence materials and installation.

32 33 **8-12.4 Measurement**

34 *(April 2008 COK GSP)*

35
36 SUPPLEMENT this Section with the following:

37
38 "Remove/Reinstall Chain Link Fence In Kind (No Change)" shall be measured per linear

39 foot.

40 "Remove/Reinstall Chain Link Fence w/ Tension Wire" shall be measured per linear

41 foot.

42 "Replace Chain Link Top Rail w/ Tension Wire" shall be measured per linear foot.

43 "Repair existing fence post foundation and re-mount" shall be measured per

44 application (each)

SPECIAL PROVISIONS



1 "Provide new 4' fence post" shall be measured per application (each)

2
3 **8-12.5 Payment**

4 *(April 2008 COK GSP)*

5
6 SUPPLEMENT this Section with the following:

7
8 "Remove/Reinstall Chain Link Fence In Kind (No Change)", per linear foot.

9 "Remove/Reinstall Chain Link Fence w/ Tension Wire", per linear foot.

10 "Replace Chain Link Top Rail w/ Tension Wire", per linear foot.

11 "Repair existing fence post foundation and re-mount", per application (each)

12 "Provide new 4' fence post", per application (each)

13 All costs for bid items pertaining to the chain link fence, as listed above, shall be
14 included in the unit contract price per linear foot of fence and fence materials
15 removed/reinstalled/replaced, including costs for all labor, tools, equipment, and
16 material (including posts and other fence components) required to complete the
17 work specified.

18 **8-14 CEMENT CONCRETE SIDEWALKS**

19
20 **8-14.3 Construction Requirements**

21
22 **8-14.3(2) Forms**

23 *(*****)*

24
25 SUPPLEMENT this Section with the following:

26
27 The Contractor shall ensure that the joint or gaps in the forms are covered by placing
28 a barrier or secondary containment to prevent concrete from flowing out and into
29 the adjacent stream channel.

30
31 **8-14.3(3) Placing and Finishing Concrete**

32 *(*****)*

33
34 SUPPLEMENT this Section with the following:

35
36 The surface shall be brushed with a fiber hair brush of an approved type in a
37 transverse direction except that at driveway and alley crossings it shall be brushed
38 longitudinally. The placing and finishing of all sidewalks shall be performed under
39 the control of the City Construction Inspector. After brush finish, the edges of the
40 sidewalk and all joints shall be lightly edged again with an edging tool to give it a
41 finished appearance.
42

SPECIAL PROVISIONS



1 Sidewalks cross slopes shall not exceed maximum slope of 2% accept where they are
2 matching the existing slope of the adjacent sidewalk surfaces. Where new panels
3 abut existing panels, the slope of the new sidewalk shall match the slope of the
4 existing surface.

5
6 Full depth expansion joints shall be placed every 10 feet and at each end between the
7 new and existing sidewalk

8-14.3(4) Curing

9 *(June 2010 COK GSP)*

10 SUPPLEMENT this Section with the following:
11

12
13
14 In periods of low humidity, drying winds, or high temperatures, a fog spray shall be
15 applied to concrete as soon after placement as conditions warrant to prevent the
16 formation of shrinkage cracks. The spray shall be continued until conditions permit
17 the application of a liquid curing membrane or other curing media.

18
19 When the air temperature is expected to reach the freezing point during the day or
20 night, the concrete shall be protected from freezing. The Contractor shall provide
21 suitable blanketing material and spread it over the pavement to prevent freezing of
22 the concrete. The Contractor shall be responsible for the quality and strength of the
23 cured concrete. Any concrete injured by frost action or freezing shall be removed
24 and replaced at the Contractor's expense in accordance with these Specifications.

8-33 VOID REPAIR

25
26 *(*****)*

27
28
29 NEW section

8-33.1 Description

30
31
32
33 This Work consists of providing and placing quarry spalls, construction geotextile,
34 and crushed surfacing base course into the existing voids to create a stable
35 foundation, and preparing the surface for placement of sidewalk concrete panels.

8-33.2 Materials

36		
37		
38		
39	Quarry Spalls	9-13
40	Crushed Surfacing Base Course	9-03.9(3)
41	Construction Geosynthetic	9-33
42		

8-33.3 Construction Requirements

SPECIAL PROVISIONS



1 The Contractor shall fill the existing voids below the removed concrete sidewalk
2 panels with quarry spalls and crushed surfacing base course as needed and as
3 directed by the Engineer on the field. This layer will be followed by a 4-inch
4 minimum layer of crushed surfacing base course. The Contractor shall fill voids
5 exceeding 4-inches in depth with quarry spalls and gravel borrow as directed by the
6 Engineer. The quarry spalls shall be placed in such a manner to interlock and provide
7 a minimum of voids. Gravel Borrow shall be keyed between the quarry spalls as
8 needed to fill the voids between the quarry spalls. The Contractor shall spread a
9 minimum 4-inch layer of crushed surfacing base course within the limits of the void
10 repair area. The Contractor shall grade the crushed surfacing base course to provide
11 a stable foundation for the sidewalk and compact it to the satisfaction of the
12 Engineer. The crushed surfacing base course layer shall be graded prior to pouring
13 the new concrete sidewalk panels. Construction geotextile meeting the requirements
14 of Section 9-33 shall be placed on top of the crushed surfacing base course. Grade
15 control shall be the responsibility of the Contractor.

16
17 This Work shall include:

- 18 1. Furnishing and hauling crushed surfacing base course, gravel borrow, and
19 quarry spalls to the project site
- 20 2. Placing quarry spalls and gravel borrow to fill voids greater than 4-inches
- 21 3. Placing and compacting crushed surfacing base course
- 22 4. Furnishing and placing a construction geotextile
- 23 5. Removing, hauling, and restocking any unused crushed surfacing base course,
24 quarry spalls, and gravel borrow
- 25 6. Clean up of site

26
27 The existing sidewalks are supported by a rock wall separating the subsurface
28 material and the adjacent stream. The Contractor shall install BMPs as necessary to
29 prevent any material from spilling into the existing stream channel.

30
31 It is required that the Engineer observe the work specified herein. The Contractor
32 shall request observance at least 24 hours in advance of the time such observance is
33 required. **The Engineer shall inspect the site conditions and determine if any**
34 **additional repair measures are required.**

35 36 37 **8-33.4 Measurement**

38 "Crushed Surfacing Base Course", by cubic yard.

39 "Quarry Spalls", by cubic yard.

40 "Construction Geotextile for Separation" will be measured by the square yard for the
41 ground surface area actually covered.

42 43 44 **8-33.5 Payment**

SPECIAL PROVISIONS



1
2 Payment will be made in accordance with Section 1-04.1, for each of the following
3 bid items:

4
5 "Crushed Surfacing Base Course", by cubic yard.
6 "Quarry Spalls", by cubic yard.

7
8 All costs for "Crushed Surfacing Base Course", "Gravel Borrow", and "Quarry Spalls"
9 shall be included in the unit Contract price per square yard. This will include, but not
10 limited to, labor, materials, equipment, delivery, placement and compaction, and
11 cleanup.

12
13 "Construction Geotextile (for Separation)", by square yard.

14
15 All costs for "Construction Geotextile for Separation" shall be included in the unit
16 Contract price per square yard. This will include, but not limited to, labor, materials,
17 equipment, delivery, and placement of the geotextile material.

18
19

END OF DIVISION 8

VI. PROJECT PLANS



CITY COUNCIL

David Baker, Mayor
 Allan VanNess, Deputy Mayor
 Milton Curtis
 Stacey Denuski
 Nigel Herbig
 Brent Smith
 Laurie Sperry

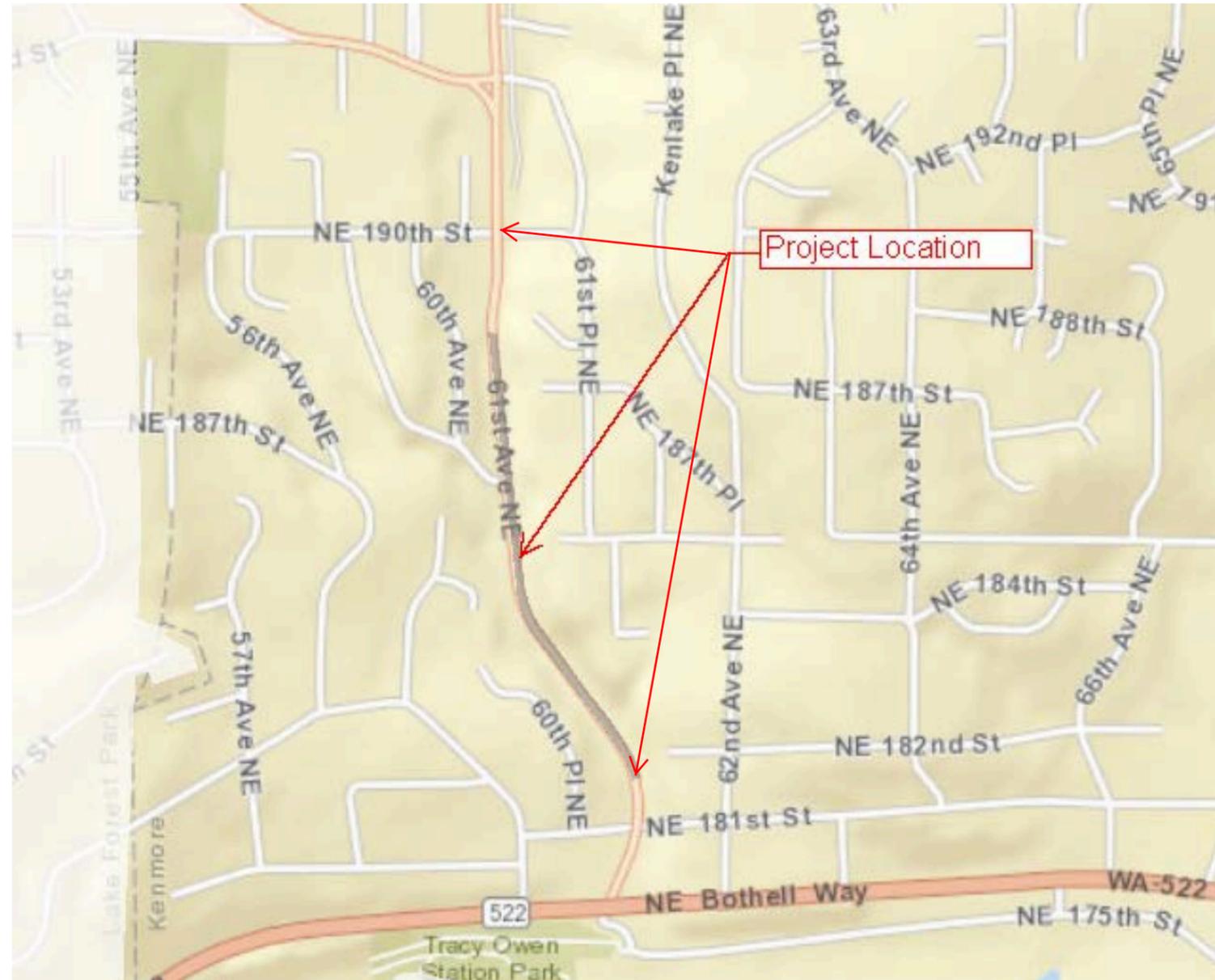
CITY MANAGER

Rob Kalinsey

PUBLIC WORKS DIRECTOR

Kristen Overleese, P.E.

PROJECT MANAGER



Vicinity Map, Not to Scale

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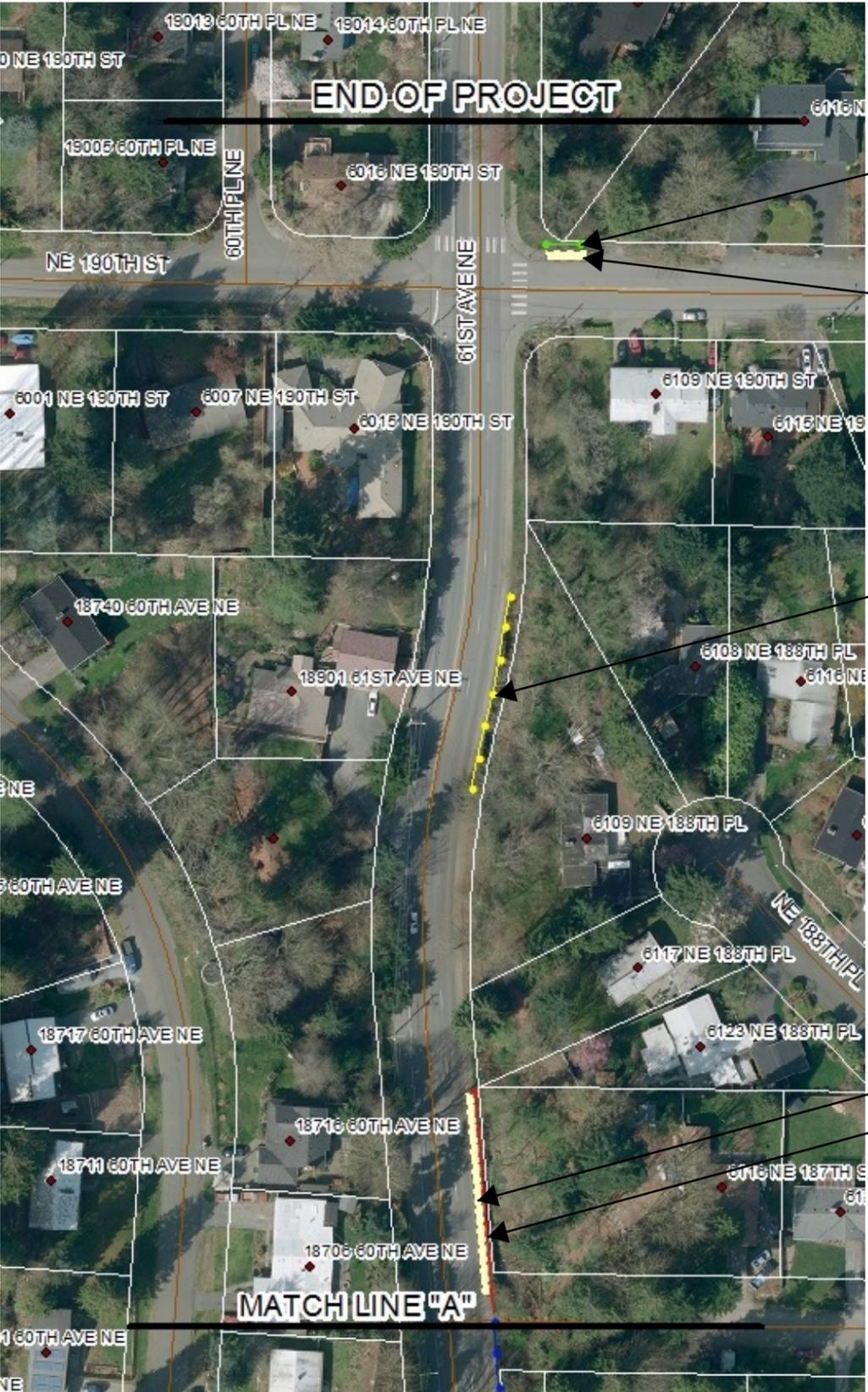


CITY OF KENMORE
 Public Works Department
 PO Box 82607
 Kenmore, WA 98028
 425-398-8900

Note	Description	Date	By

GENERAL SITE NOTES

CONSTRUCTION NOTES



⑤ 17 LF

⑦ 8 LF

⑥ 123 LF

① 102 LF

③ 102 LF

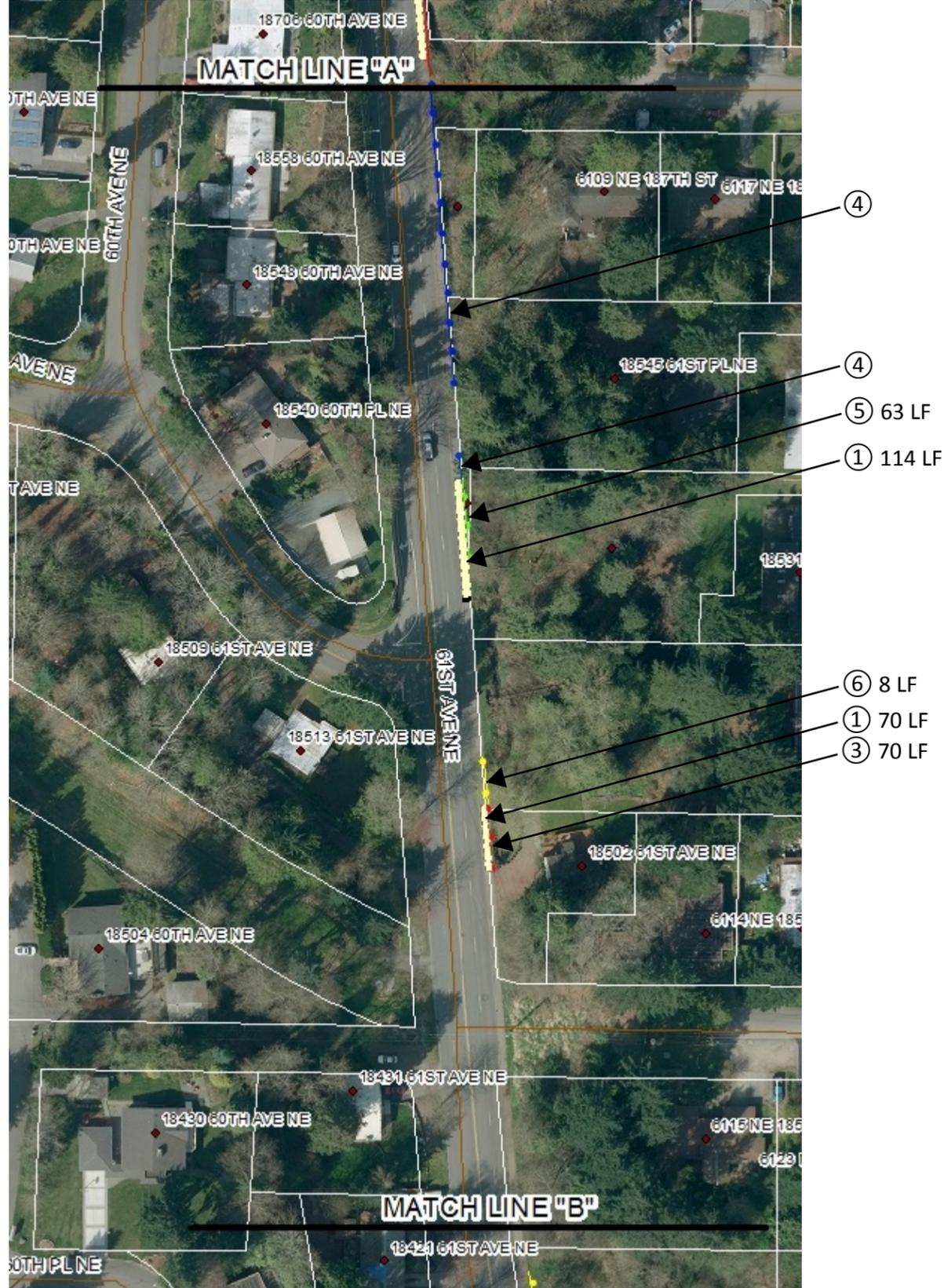
⑥ 40 LF



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 Public Works Department
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 Kenmore, WA 98028
 425-398-8900

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GENERAL SITE NOTES

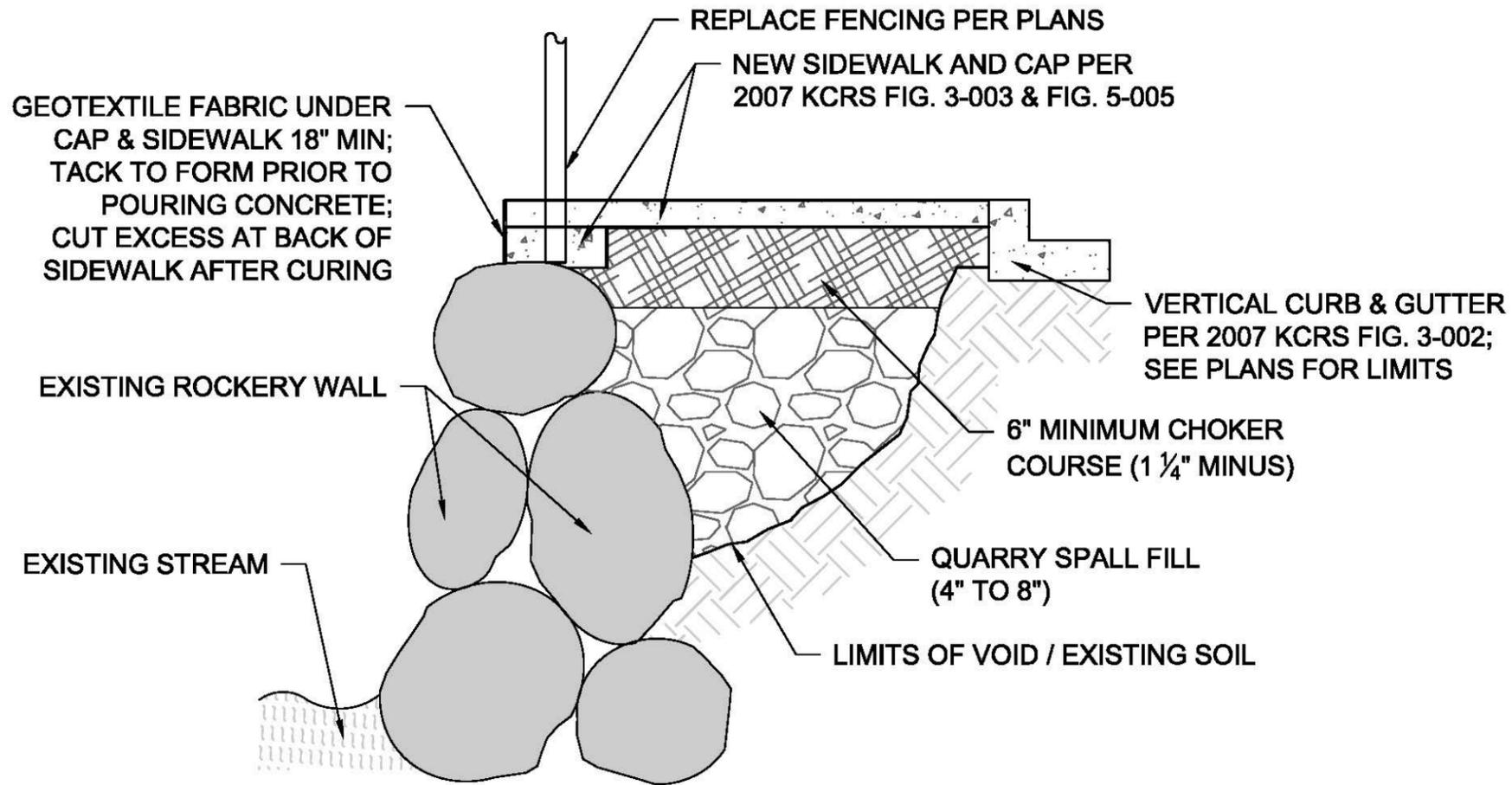


CONSTRUCTION NOTES



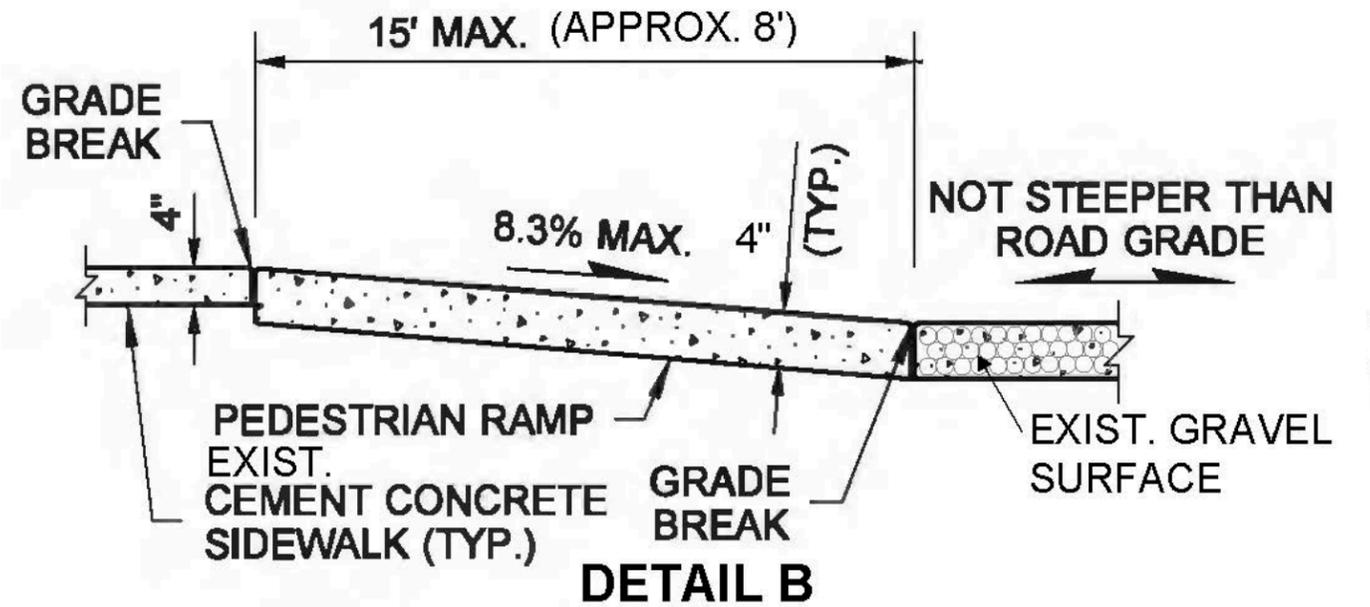
CITY OF KENMORE
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Note	Description	Date	By



DETAIL A - TYPICAL VOID REPAIR

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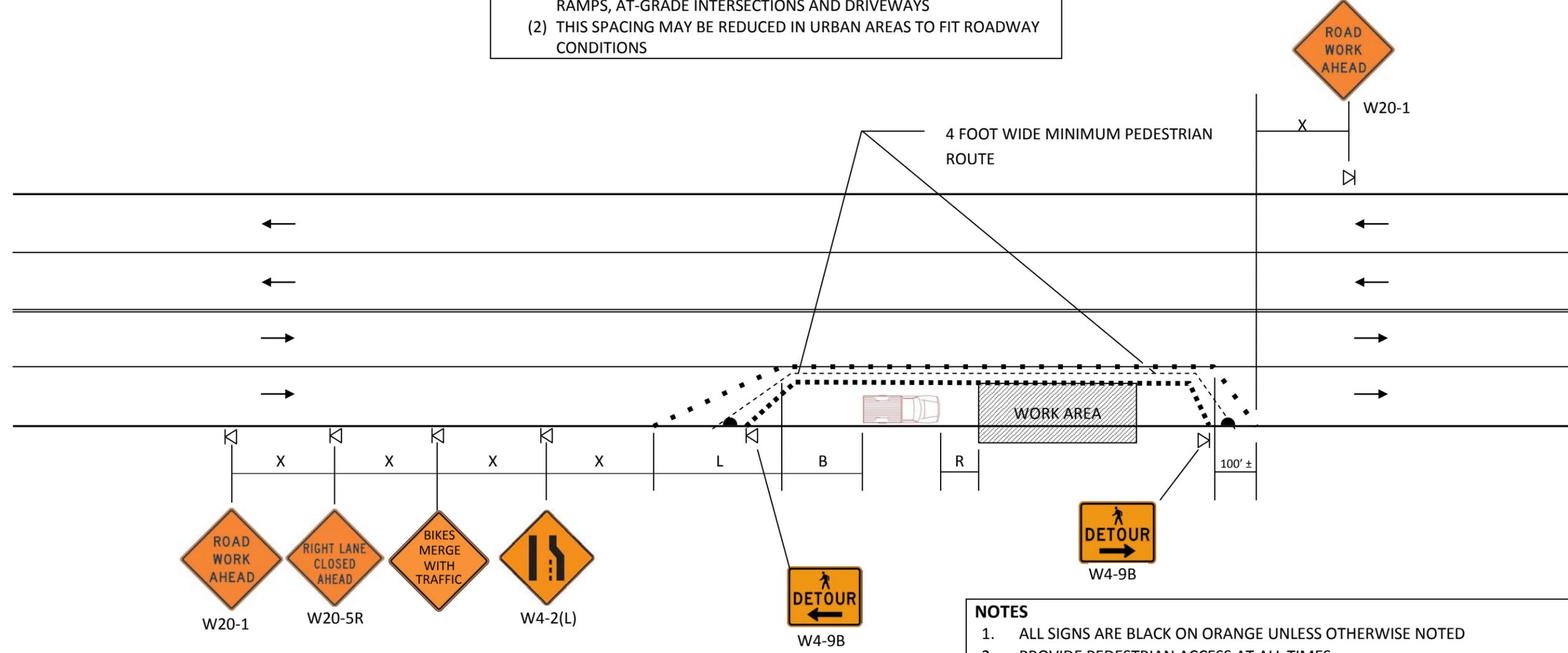
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BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
SPEED (MPH)	25	30	35	40	45
LENGTH (feet)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA				NO SPECIFIC DISTANCE REQUIRED	

SIGN SPACING = X ⁽¹⁾		
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS & URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± ⁽²⁾
URBAN STREETS	25 MPH OR LESS	100' ± ⁽²⁾
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS		
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS		

MINIMUM TAPER LENGTH = L (feet)					
LANE WIDTH (feet)	Posted Speed (mph)				
	25	30	35	40	45
10	105	150	205	270	450
11	115	165	225	295	495
12	125	180	245	320	540
MINIMUM SHOULDER/BIKE LANE TAPER LENGTH = L/3					

CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50/60	40	80
35/45	30	60
25/30	20	40



LEGEND	
	TEMPORARY SIGN LOCATION
	CHANNELIZATION DEVICE
	PROTECTIVE VEHICLE
	FLAGGING STATION
	PEDESTRIAN ROUTE
	TEMPORARY ADA ACCESSIBLE RAMP (RUNNING SLOPE <8.3%)

- NOTES**
1. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE NOTED
 2. PROVIDE PEDESTRIAN ACCESS AT ALL TIMES
 3. MAINTAIN A MINIMUM OF 10 FEET WIDTH FOR TRAVEL LANES
 4. FOR SIGN SIZE, REFER TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
 5. CHANNELIZATION DEVICES SHALL MEET MUTCD
 6. EXTEND CHANNELIZATION DEVICES TO CURB WHERE APPLICABLE
 7. ALL DEVICES LEFT OVERNIGHT, MUST COMPLY W/ LIGHT & REFLECTIVITY STANDARDS PER MUTCD
 8. CHANNELIZATION ALONG PEDESTRIAN ROUTES MUST PROVIDE CONTINUOUS CANE-DETECTABLE BARRIER PER ADA REQUIREMENTS

NOT TO SCALE



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Note	Description	Date	By

SINGLE LANE CLOSURE – 4 LANE

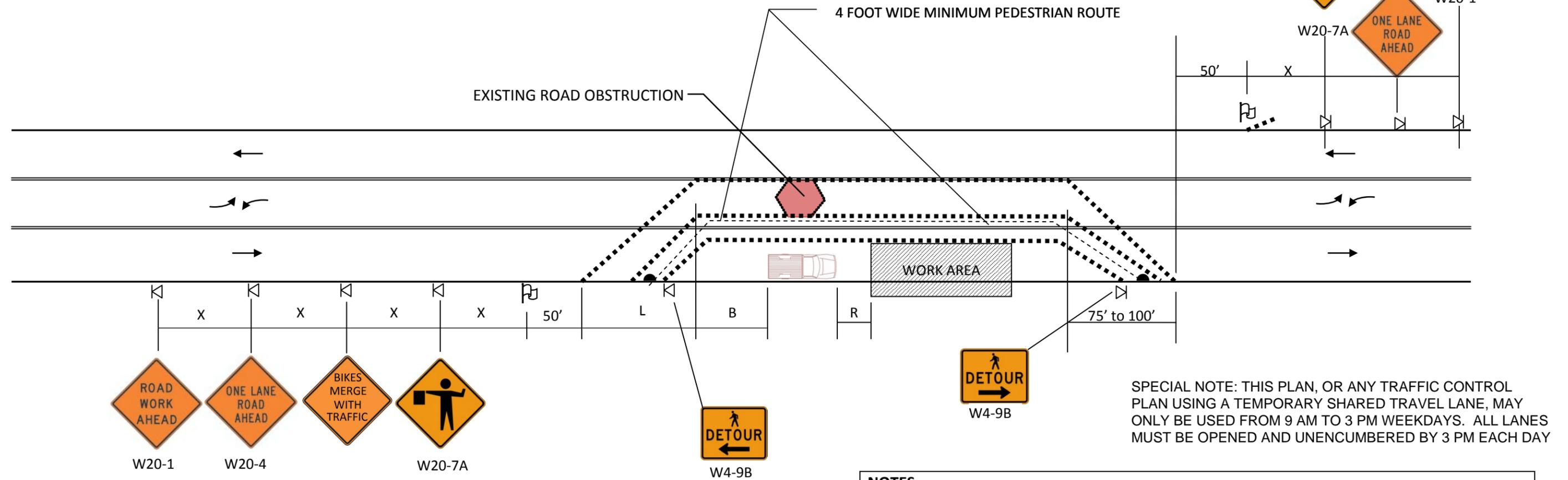
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LONGITUDINAL BUFFER SPACE = B					
SPEED (MPH)	25	30	35	40	45
LENGTH (feet)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA			NO SPECIFIC DISTANCE REQUIRED		

SIGN SPACING = X ⁽¹⁾		
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
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URBAN STREETS	25 MPH OR LESS	100' ± ⁽²⁾

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS

MINIMUM TAPER LENGTH = L (feet)					
LANE WIDTH (feet)	Posted Speed (mph)				
		25	30	35	40
10	105	150	205	270	450
11	115	165	225	295	495
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CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50/60	40	80
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25/30	20	40



LEGEND	
	TEMPORARY SIGN LOCATION
	CHANNELIZATION DEVICE
	PROTECTIVE VEHICLE
	FLAGGING STATION
	PEDESTRIAN ROUTE
	TEMPORARY ADA ACCESSIBLE RAMP (RUNNING SLOPE <8.3%)
	EXISTING CENTER LANE CANDLESTICKS

- NOTES**
- ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE NOTED
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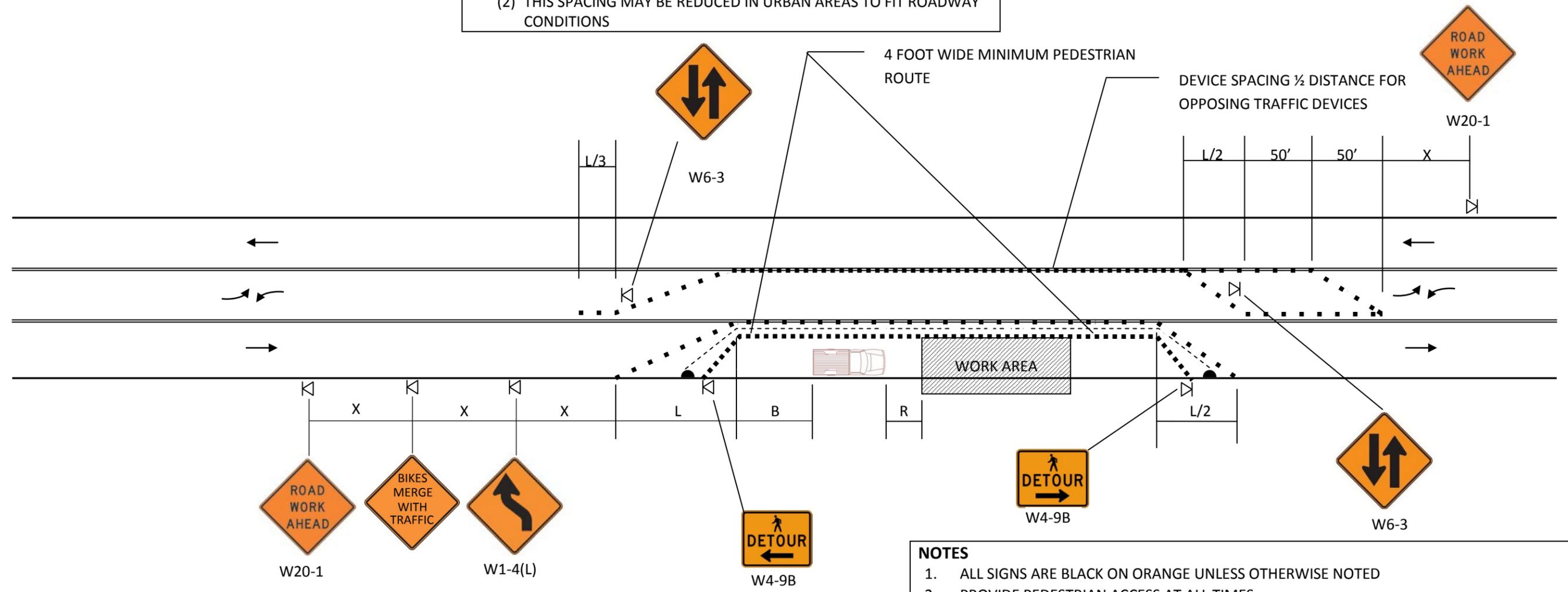
SINGLE LANE CLOSURE WITH FLAGGER – 3 LANE

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RURAL ROADS	45 / 55 MPH	500' ±
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(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS		

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LEGEND	
	TEMPORARY SIGN LOCATION
	CHANNELIZATION DEVICE
	PROTECTIVE VEHICLE
	FLAGGING STATION
	PEDESTRIAN ROUTE
	TEMPORARY ADA ACCESSIBLE RAMP (RUNNING SLOPE <8.3%)

- NOTES**
1. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE NOTED
 2. PROVIDE PEDESTRIAN ACCESS AT ALL TIMES
 3. MAINTAIN A MINIMUM OF 10 FEET WIDTH FOR TRAVEL LANES
 4. FOR SIGN SIZE, REFER TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
 5. CHANNELIZATION DEVICES SHALL MEET MUTCD
 6. EXTEND CHANNELIZATION DEVICES TO CURB WHERE APPLICABLE
 7. ALL DEVICES LEFT OVERNIGHT, MUST COMPLY W/ LIGHT & REFLECTIVITY STANDARDS PER MUTCD
 8. CHANNELIZATION ALONG PEDESTRIAN ROUTES MUST PROVIDE CONTINUOUS CANE-DETECTABLE BARRIER PER ADA REQUIREMENTS

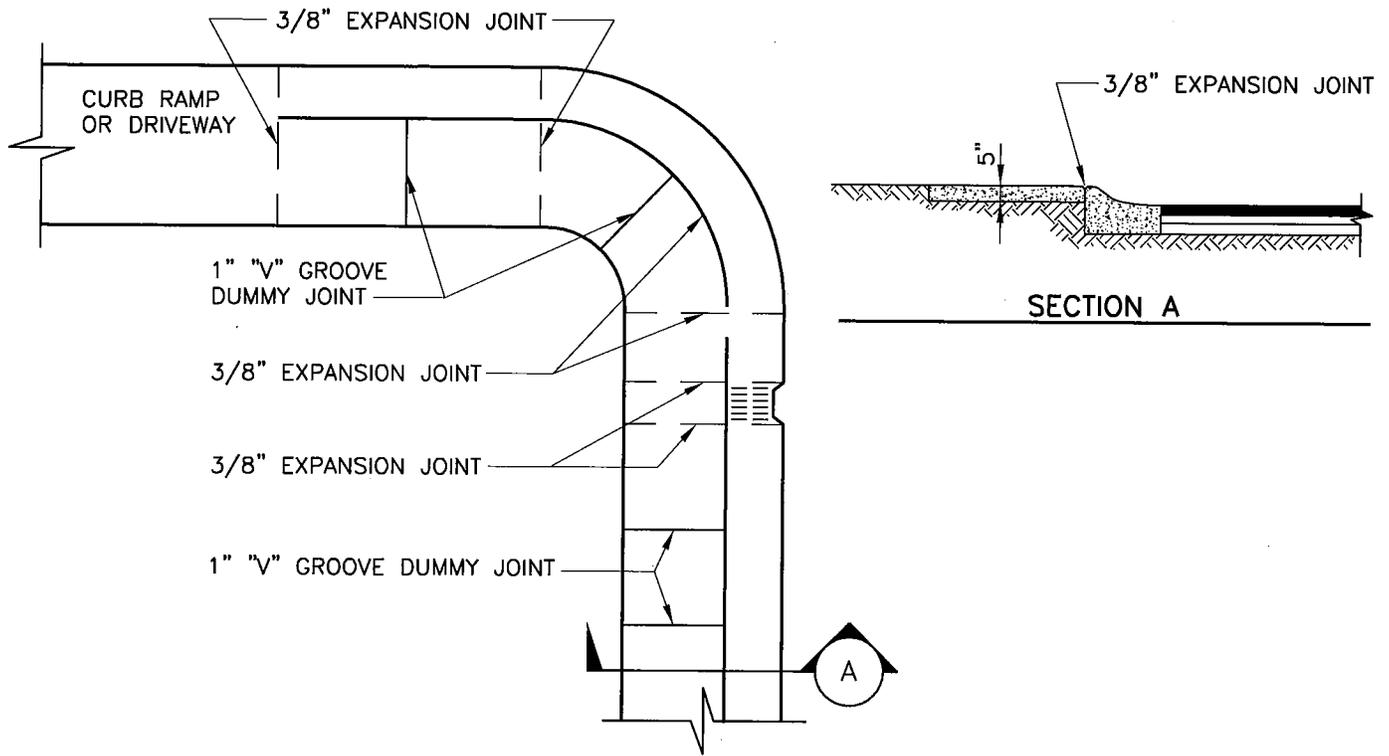
NOT TO SCALE

CITY OF KENMORE
Public Works Department
PO Box 82607
Kenmore, WA 98028
425-398-8900

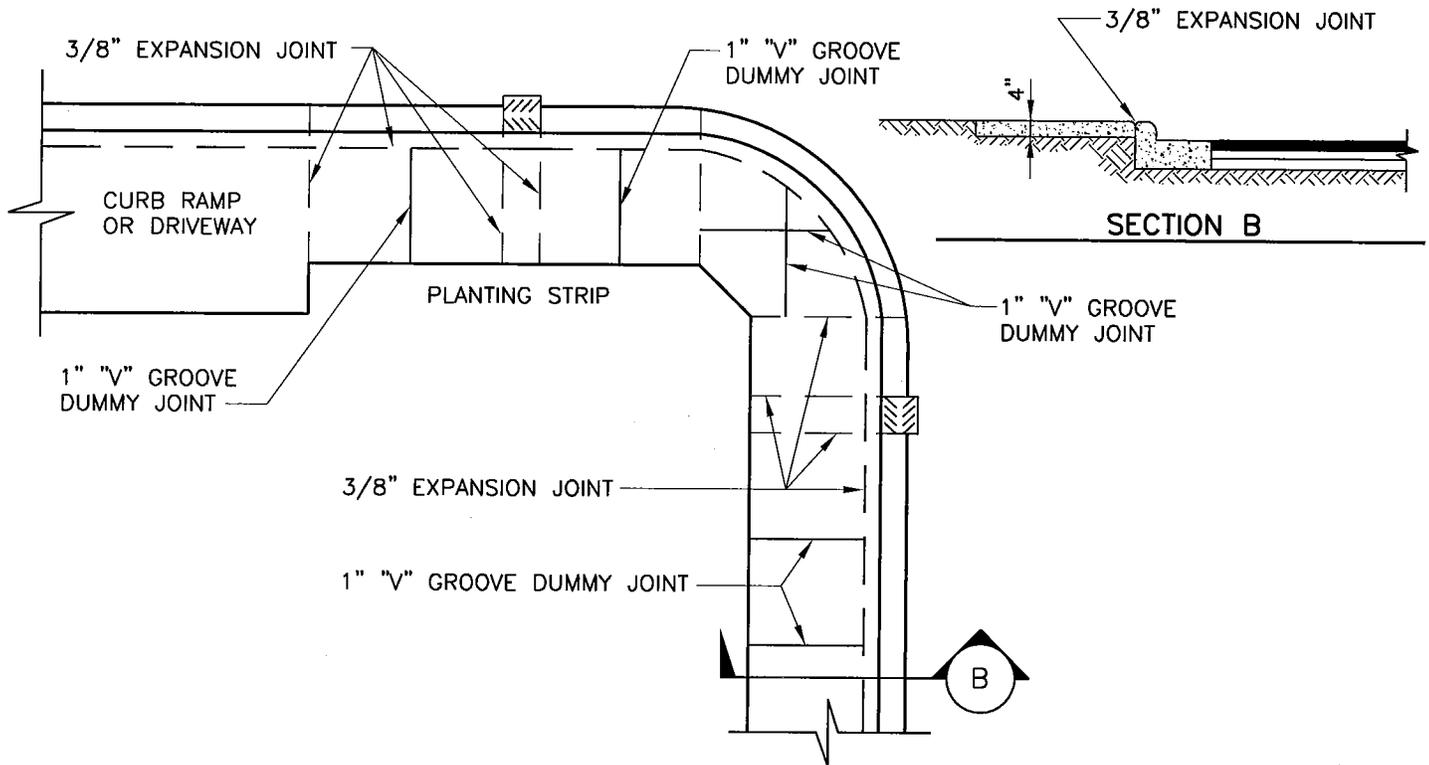
Note	Description	Date	By

SINGLE LANE SHIFT – 3 LANE

VII. STANDARD PLANS



ROLLED CURB & SIDEWALK



VERTICAL CURB & SIDEWALK

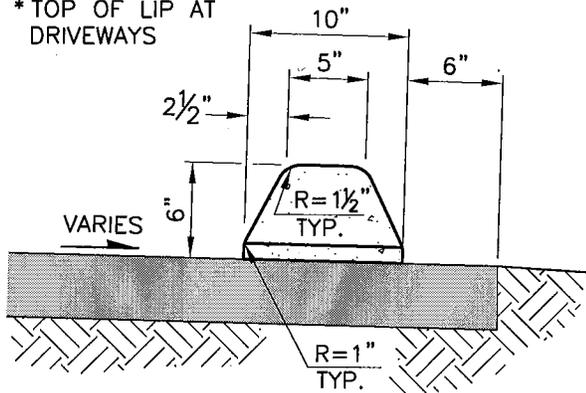
NOTE

1. SEE SEC. 3.04 FOR JOINT REQUIREMENTS.
2. 1 INCH EDGED GROOVE MAY REPLACE 3/8" EXPANSION JOINT AT INTERFACE BETWEEN CURB AND ADJACENT SIDEWALK FOR SEPERATE POUR CONSTRUCTION.

LEGEND

- — 3/8" EXPANSION JOINT ALONG CURB AT MAX. 10' O.C.
- — 1" "V" GROOVE DUMMY JOINT AT MAX. 5' O.C.

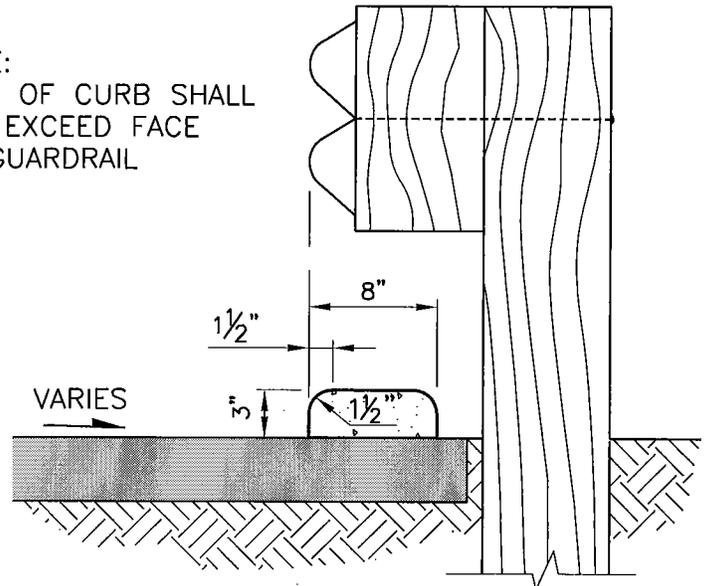
* TOP OF LIP AT DRIVEWAYS



EXTRUDED ASPHALT OR CEMENT CONCRETE CURB

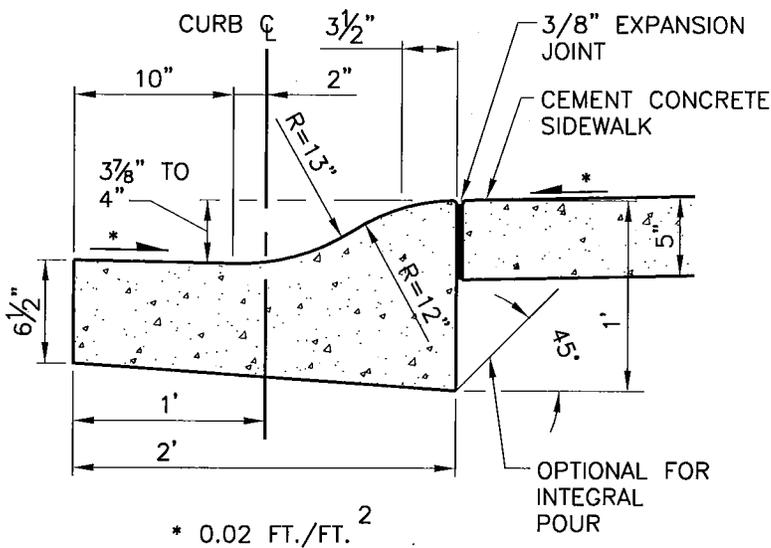
③⑤

NOTE:
FACE OF CURB SHALL NOT EXCEED FACE OF GUARDRAIL

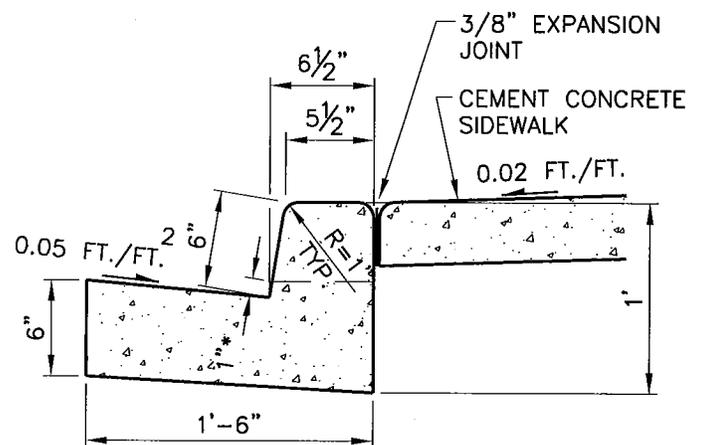


EXTRUDED CONCRETE CURB UNDER GUARDRAIL

⑥



CEMENT CONCRETE ROLLED CURB

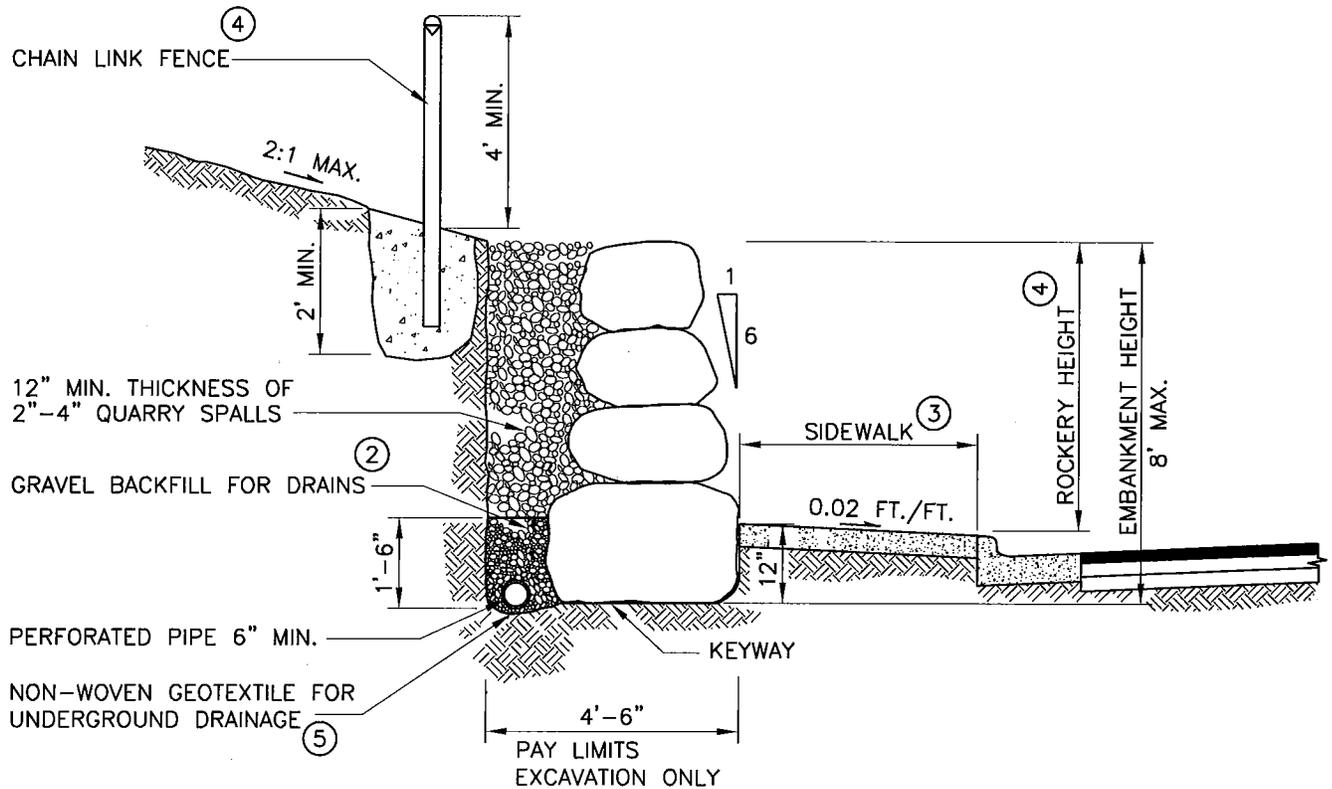


CEMENT CONCRETE VERTICAL CURB & GUTTER

* NOTE: TOP OF LIP AT DRIVEWAY APPROACH

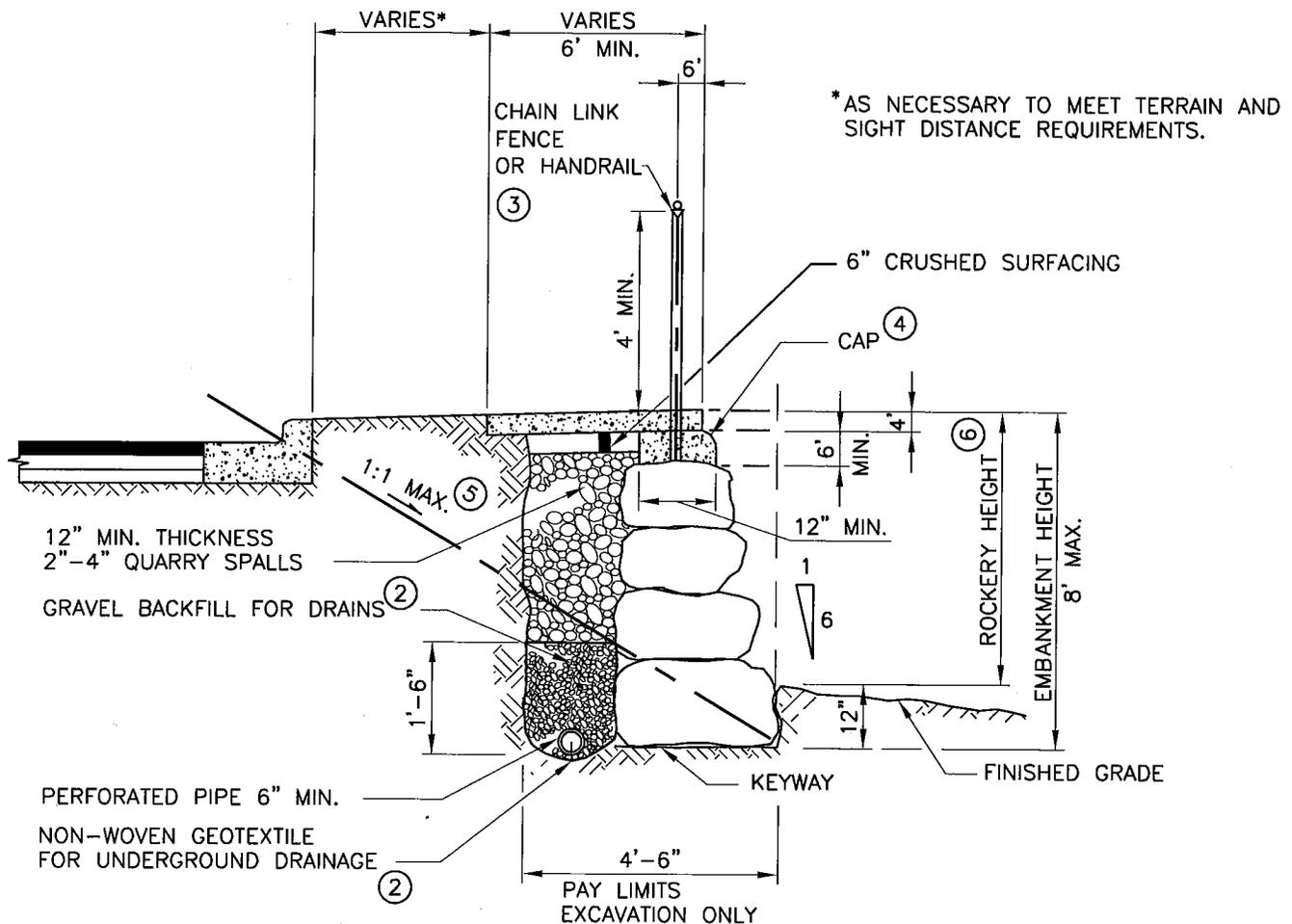
NOTES

1. SEE SEC. 3.04 K.C.R.S. FOR JOINT REQUIREMENTS.
2. ROLL GUTTER TO MATCH POSITIVE SUPERELEVATION.
- ③. SEE FIG. NO. 2-005 FOR CONFIGURATION OF FILL AND WALKWAY BEHIND CURB IF REQUIRED.
4. 1 IN. EDGED GROOVE MAY REPLACE 3/8 IN. EXPANSION JOINT AT INTERFACE BETWEEN CURB AND ADJACENT SIDEWALK FOR SEPERATE POUR CONSTRUCTION.
- ⑤. SEE SEC. 3.03 FOR EXTRUDED CURB ANCHORAGE.



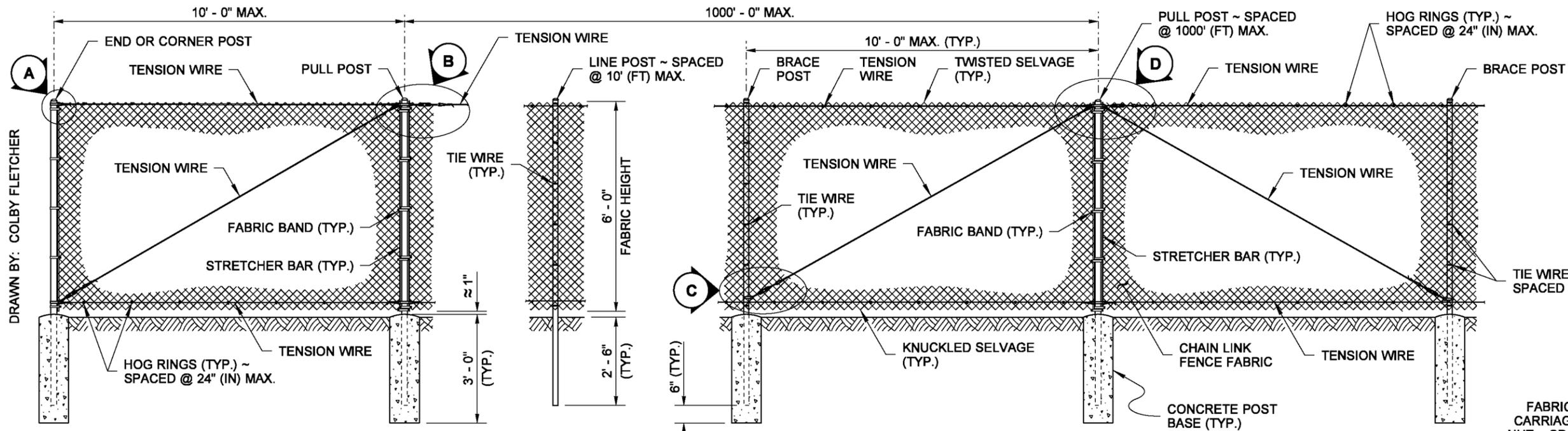
NOTES:

1. SEE SEC. 5.01.
- ② WSDOT/APWA 9-03.12[4]
- ③ FACE OF ROCKERY OR RETAINING WALL MUST BE A MIN. OF 10 FT. FROM TRAVELED WAY IF ROCKERY OR RETAINING WALL IS BEHIND ROLLED CURB OR ON A RURAL SECTION.
- ④ CHAIN LINK FENCE, TYPE NO. 4 OR 6 (WSDOT/APWA STANDARD), REQUIRED WHEN ROCKERY HEIGHT IS 18 IN. OR GREATER.
- ⑤ WSDOT/APWA STANDARD SPECIFICATION SECTION 9-33
6. THE ROCK FACING FOUNDATION AND/OR KEYWAY IS TO BE CLEARED OF ORGANIC MATTER AND DEBRIS AND THE UNDERLYING MINERAL SOIL COMPACTED TO A MINIMUM 95% OF THE MAXIMUM DRY DENSITY.

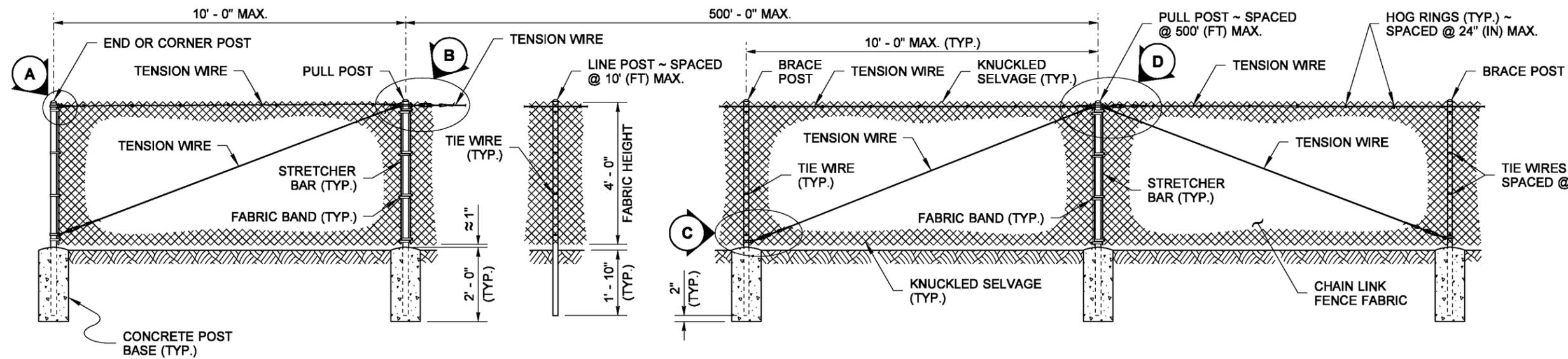


NOTES:

1. SEE SEC 5.01.
- (2) WSDOT/APWA 9-03.12[4].
- (3) CHAIN LINK FENCE, TYPE NO. 4 (WSDOT/APWA STANDARD) OR HANDRAIL REQUIRED WHEN ROCKERY HEIGHT IS 18 IN. OR GREATER. SEE FIG. NO. 5-008, NOTE 8.
- (4) CAP SHALL BE CONCRETE CLASS 4000. (SEE SEC. 5.01 (H))
- (5) FLATTER SLOPE MAY BE REQUIRED IN LESS STABLE SOILS.
- (6) FOR ROCKERY HEIGHTS EXCEEDING 4 FT., SEE FIG. 5-006.
7. TRAFFIC BARRIERS MAY BE REQUIRED ON ROADS WITH SPEED LIMITS OF 40 MPH OR GREATER, WHERE HEIGHTS EXCEED 6 FT. SEE CHAPTER 7 OF THE WSDOT DESIGN MANUAL.
8. SEE NOTE 7 ON FIGURE 5-004
9. SEE NOTE 6 ON FIGURE 5-003



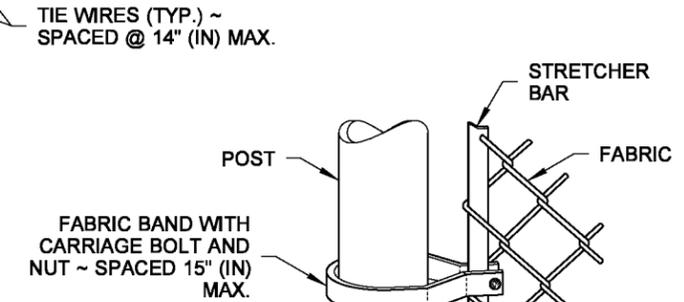
TYPE 3



TYPE 4

NOTES

1. All concrete post bases shall be 10" (in) minimum diameter.
2. Along the top and bottom, using Hog Rings, fasten the Chain Link Fence Fabric to the Tension Wire within the limits of the first full fabric weave.
3. Details are illustrative and shall not limit hardware design or post selection of any particular fence type.
4. Fencing shall be used for security and boundary delineation only.



METHOD OF FASTENING STRETCHER BAR TO POST



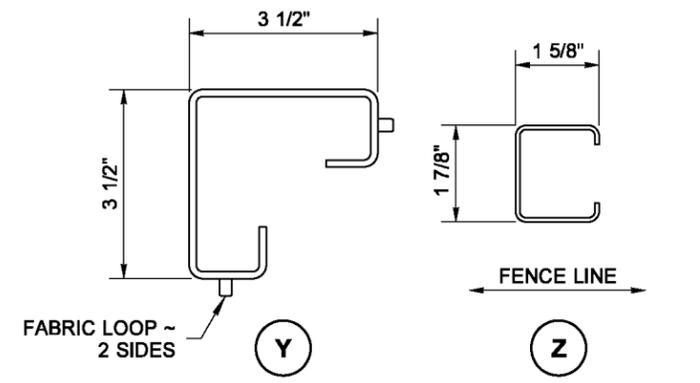
**CHAIN LINK FENCE
TYPES 3 AND 4
STANDARD PLAN L-20.10-03**

SHEET 1 OF 2 SHEETS

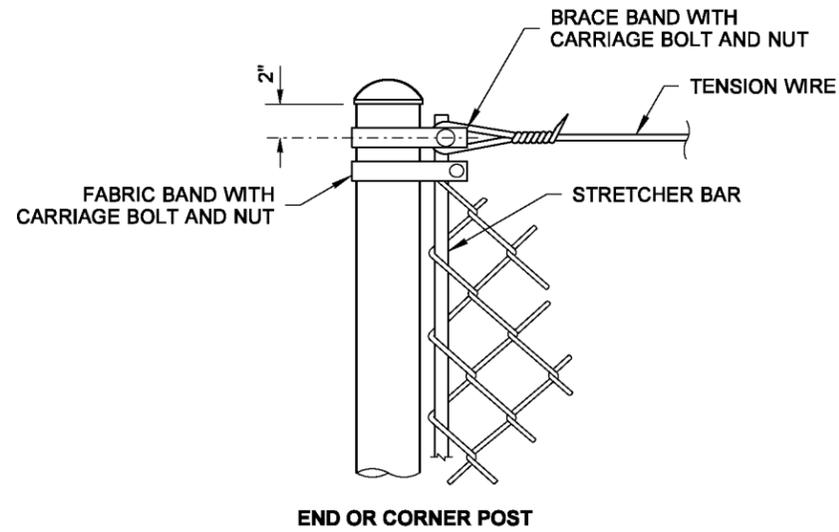
APPROVED FOR PUBLICATION

POST AND RAIL SPECIFICATIONS

POST	PIPE	ROLL FORMED	
	NOM. SIZE (SCH. 40) I.D.	SECTION	WEIGHT (lb/ft)
END, CORNER, OR PULL POST	2 1/2" DIAM.	Y	5.10
LINE OR BRACE POST	2" DIAM.	Z	1.85

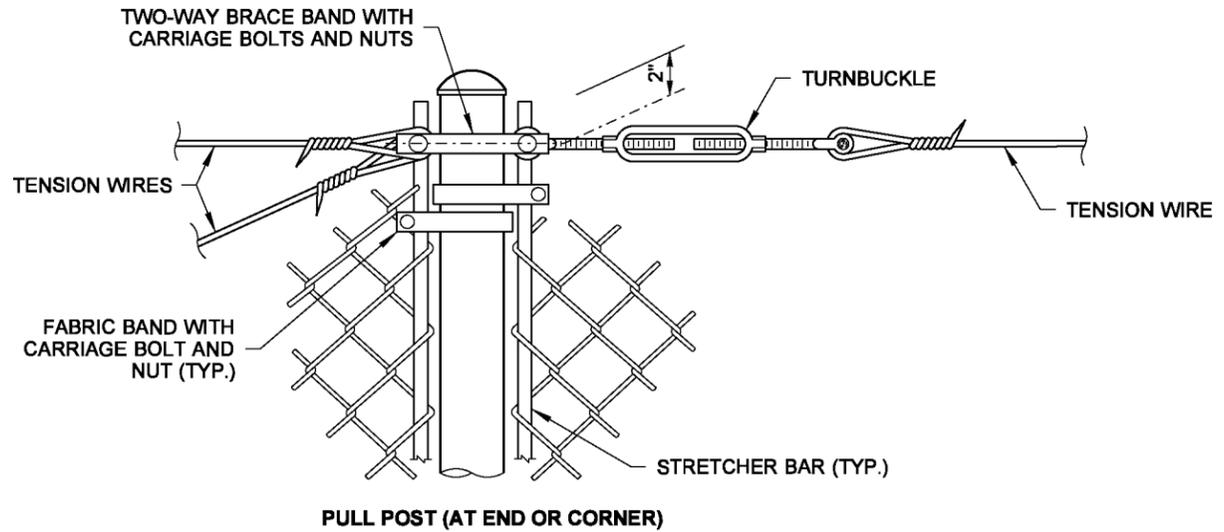


DRAWN BY: COLBY FLETCHER



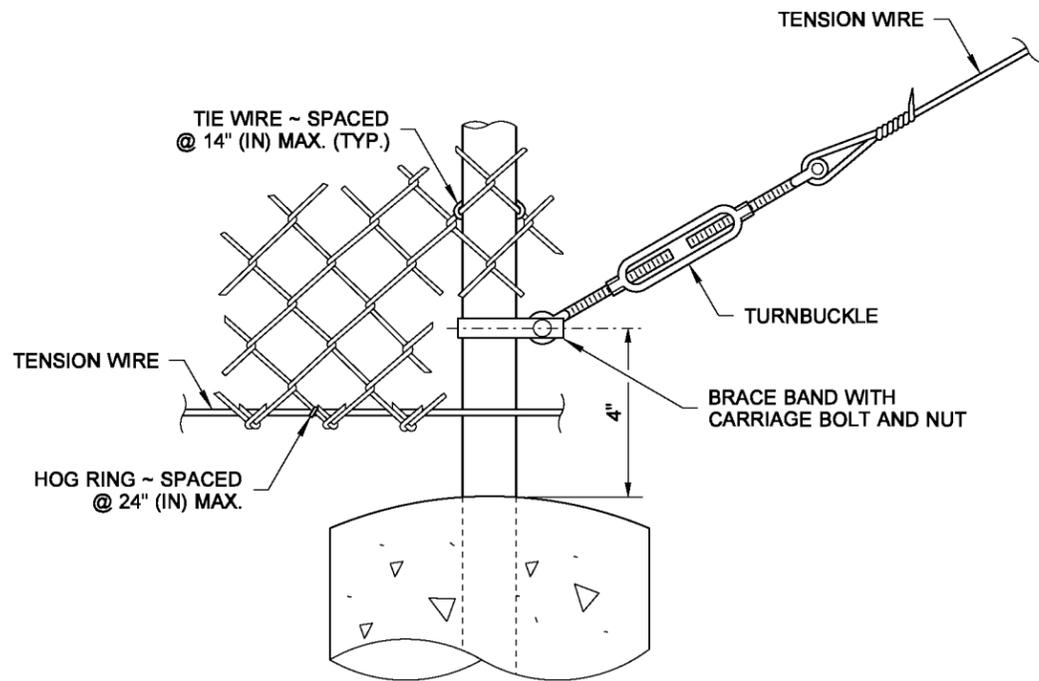
END OR CORNER POST

DETAIL A



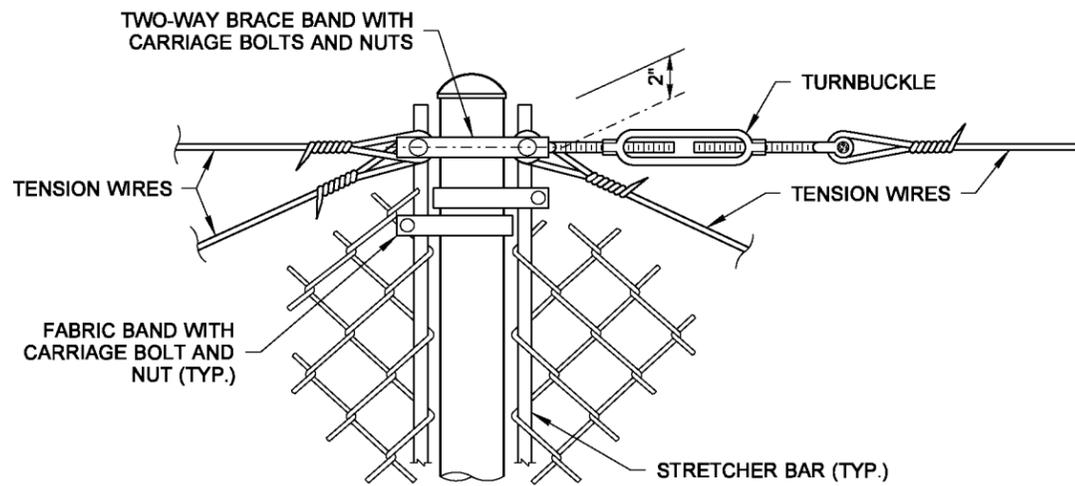
PULL POST (AT END OR CORNER)

DETAIL B



BRACE POST

DETAIL C



PULL POST (WITHIN RUN)

DETAIL D



**CHAIN LINK FENCE
TYPES 3 AND 4
STANDARD PLAN L-20.10-03**

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER
 Washington State Department of Transportation

VIII. APPENDICIES

APPENDIX A
PREVAILING WAGE RATES

This project requires payment of county prevailing wage rates.

**KING COUNTY
PREVAILING WAGES**

Current King County prevailing wage rates as of August 6, 2015 can be found at:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

King County prevailing wage rates may also be obtained from the City of Kenmore at the contact information provided in the Instructions to Bidders.

APPENDIX B
SUBCONTRACTOR FORMS

APPENDIX C
CONSTRUCTION FORMS

MATERIAL SUBSTITUTION REQUEST

To: City of Kenmore

IMPORTANCE: <input type="checkbox"/> Low <input type="checkbox"/> High	Date Response Needed:
Project Name:	Contract Number:
Federal/State Aid No.	Date:
Bid Item Name:	Bid Item Number:

Contract Specification

Proposed Substitution

The attached has been provided for review:

- | | | | |
|-----------------------------------|-------------------------------------|---|--------------------------------|
| <input type="checkbox"/> Drawings | <input type="checkbox"/> Cut Sheets | <input type="checkbox"/> Color Samples | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Sample | <input type="checkbox"/> Test Data | <input type="checkbox"/> Product Certifications | |

The undersigned warrants that the following items, unless modified on attachments are correct:

1. The proposed substitution does not affect dimensions shown on contract plans.
2. The undersigned will pay for changes, if any, to the design, including engineering design, detailing and additional construction costs caused by the requested substitution.
3. The substitution will have no adverse effect on other trades, DBE goals, the construction schedule, project cost, or specified warranty requirements. Any and all effect will be absorbed by the Contractor.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. This substitution conforms with the provided documents.
6. The function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by: _____
Signature
Print Name
Date

Engineer/Architect Review not Required

City of Kenmore

- Accepted: Accepted as Noted:
 Not Accepted (see Notes):

- Accepted: Accepted as Noted:
 Not Accepted (see Notes):

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notes:



Document Submittal Form

Project Name: _____

Contract Number: _____

Contractor: _____

Contractor Transmittal #: _____	Revision #: _____	Received Date Stamp
Contractor Date Sent: _____	Submittal #: _____	Date Returned to Contractor: _____

Item No.	Specification Section	Submittal Description	Revision?	Review Decision

Contractor	Legend					
Review is only for general conformance with the information given in the contract documents. Contractor is responsible for conformance with all requirements of the Contract Documents, including but not limited to, all Federal, State and Local laws and regulations.	1	No Exceptions Taken				
	2	Comments Attached - No Revision/Resubmission Required				
	3	Comments Attached - Revise and Resubmit				
	4	Rejected - Revise and Resubmit - See Notes or Attached Comments				
	INC	Submittal Incomplete, resubmit - See Notes				
Signature	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;">Reviewer Signature</td> <td style="width: 20%; border-bottom: 1px solid black;">Title</td> <td style="width: 20%; border-bottom: 1px solid black;">Date</td> </tr> </table>			Reviewer Signature	Title	Date
Reviewer Signature				Title	Date	
Print Name						
Date						

Notes: _____

PM/RE Signature _____ Title _____ Date _____

APPENDIX D
SUBSURFACE INVESTIGATION



**1800 112TH AVENUE NE
 SUITE 220E
 BELLEVUE, WA 98004
 (425) 451-4009**

Date: 06/29/2015
 To: City of Kenmore
 CC:

From: Tarelle Osborn, PE, Osborn Consulting, Inc.
 Josh Van Wie, EIT, Osborn Consulting, Inc.

Subject: 61st Avenue Subsurface Investigation

Table of Contents:

Background - 1 -
 Subsurface Investigation..... - 1 -
 Geotechnical Recommendations - 2 -
 Repair Options - 2 -
 Conclusion - 3 -
 Attachment 1: GPR Measured Void Locations - 5 -
 Attachment 2: Geotechnical Memo..... - 6 -
 Attachment 3: 2013 Investigation Memo - 7 -

BACKGROUND

This memorandum summarizes the findings of the subsurface investigation performed at 61st Avenue NE in Kenmore. The intent of the investigation was provide an assessment and preliminary recommendations for potential air voids beneath the sidewalk and roadway, as well as erosion and scour damages along 61st Avenue NE. The investigation included a ground penetrating radar (GPR) imaging study and information on structural repairs provided by a Geotechnical Engineer. OCI performed a site visit in conjunction with the GPR imaging study to measure the extents of any discovered voids and document findings.

SUBSURFACE INVESTIGATION

The investigation focused on the area along 61st Avenue NE between NE 190th Street and NE 181st Street. Tributary 0056 runs from north to south along the east side of 61st Avenue. This section of stream primarily flows through an open channel, with some sections of the stream passing through culverts where the adjacent hillslope is in close proximity to the roadway. The stream also passes through several small culverts where the stream flows beneath driveways.

A site visit and voids investigation was completed on May 27, 2015. At the time of the site visit, it was observed that large portions of the embankment adjacent to the stream channel were supported by an angular rock wall, while the remaining portions consisted of steeply inclined earth slope. Existing culverts along the roadway appeared to be approximately 60-inches in diameter and were observed not to have concrete headwalls. Areas of eroded soil were observed near multiple culvert openings as well as along sloped areas not reinforced by the rock wall. Evidence of apparent settlement was observed along the sidewalk that included significant concrete cracking, differential movement of the sidewalk and curb, and apparent sinking of the curb when compared with the asphalt surface. Angular rocks were observed in the stream that appeared similar to the rocks composing the retaining wall. Additionally, damages to the chain link fence were observed in multiple locations that included loose and unsupported fence posts where the fence had originally been set in the sidewalk concrete. In some locations, fence posts were completely unsupported.

During the investigation, GPR was used to identify areas with subsurface disturbances and voids. Based on GPR readings, void areas consisted partially of open air voids and partially of settled soil and large aggregate remaining below the sidewalk and roadway. Twelve voids were identified that ranged in horizontal length from 5 feet to 68 feet. One void extended approximately 2 feet into the bike lane, while all other voids were limited to the sidewalk area. Based on GPR readings, void depths ranged from 1 inch to 2 feet. The start and end points of shorter void areas were marked with paint on the sidewalk. Longer voids, including the void that extended into the bike lane, were marked with multiple paint marks along the extent of the voids. Void measurements and photos are included in Attachment 1.

The culvert at 190th Street was also investigated for potential voids. At the time of investigation, the sidewalk area to the east of the culvert on the north side was blocked from pedestrian traffic due to damaged pavement. At this location the existing concrete sidewalk was connected with an asphalt road shoulder. Portions of the asphalt shoulder appeared to have degraded and eroded, and open air spaces were visible beneath the asphalt. Based on GPR readings, the void area extended approximately 2 feet from the edge of asphalt toward the roadway and was approximately 8 inches deep. No voids were identified in other areas near the culvert.

GEOTECHNICAL RECOMMENDATIONS

Aspect Consulting made geotechnical recommendations based on the subsurface investigation and a site visit performed on June 24, 2015. During the site visit, the geotechnical engineer noted evidence of significant erosion and sloughing at culvert openings, erosion of the stream channel, and loose and unsupported sections of chain link fence. Angular rocks were also observed in the stream channel that appeared to be similar to the rocks comprising the rock walls supporting the sidewalk. A memo detailing the geotechnical findings is included as Attachment 2.

It was concluded that the rock walls and sidewalk along the stream channel appear to have settled due to erosion of finer-grained materials into the stream. Aspect indicated that any erosion and void creation was likely driven by groundwater seepage and fluctuating stream levels combined with long-term vehicular loading and seismic activity in the region. OCI worked with Aspect to develop short-term and long-term repair options, which are discussed in the following section.

REPAIR OPTIONS

Short-Term Repair

Void areas found in the subsurface investigation should be repaired as a short-term option that will reduce immediate safety hazards. Sidewalk sections should be removed where voids have been located and existing voids should be filled with a low-slump concrete mix before replacing sidewalk concrete. It is also recommended that loose or unsupported fence posts be repaired with a stable base in order to provide structural stability of the fence.

It is expected that erosion of fine materials from the rock wall and creation of subsurface voids will continue due to movement of groundwater and seasonal flows in the channel. A more permanent solution should be explored to ensure long-term functionality of the pedestrian and vehicular facilities along 61st Avenue NE.

Long-Term Repair

Findings and recommendations from this project should be considered in conjunction with the previous efforts involving the subject stream and area. OCI issued a memo on February 28, 2013 with recommendations for replacing the upstream culvert headwall with a concrete or ecology block headwall. Additionally, two capital improvement projects relating to Tributary 0056 were developed in 2014 as part of an update to Kenmore's Surface Water Master Plan. SW21 was developed to perform the GPR investigation and design repairs to the rock wall. SW08 was developed for replacement of the 190th Street culvert's upstream headwall, installation of a vegetated filter strip, and stream restoration.

Long Term Repair: 190th Street Culvert

Findings in this current investigation concur with the recommendations made in the 2013 memo and SW08. The upstream headwall should be replaced, and modifications to the headwall may require stream restoration measures. For specific information, see Attachment 3.

Additionally, a vegetated filter strip should be installed as mentioned in SW08. Directing flows away from the sidewalk will reduce erosion and void creation below the sidewalk near the culvert.

Long-Term Repair Options: Rock Retaining Wall and Stream

1. **Stream Restoration:** Stream restoration measures were outlined briefly in SW08. Stream restoration is a solution that would provide long-term structural stability and stream functionality along NE 61st Avenue. The existing rock wall would be removed and the stream channel cross sections modified to create a more natural stream. This would include re-grading the embankment adjacent to the sidewalk to relocate portions of the stream slightly to the east. A subsurface moisture barrier would be installed to prevent erosion of materials from the channel bank adjacent to the roadway. This solution may also require some structural elements due to the proximity of the stream to the existing road and the steep embankment to the east of the stream.
2. **Concrete Shaft Wall:** Installing a retaining wall made of concrete shafts is a repair option that would not include in-water work and stream restoration. A wall would be installed to the west of the existing rock wall made of drilled or cast-in-place shafts installed at a very close spacing. The existing rock wall would be left in place to avoid work below the ordinary high water mark. The sidewalk would be replaced, with the new sidewalk and roadway connected to the top of the shafts and the sidewalk cantilevering slightly to the east of the new wall.
3. **Box or Pipe Culvert:** Another repair option would be to eliminate the open channel by installing a box or pipe culvert to allow the stream to pass underground for the full length of roadway. This option is desirable from a structural standpoint, but is unlikely to be feasible as permitting for in-water work would likely require stream restoration to the open channel and enhancements for fish passage.

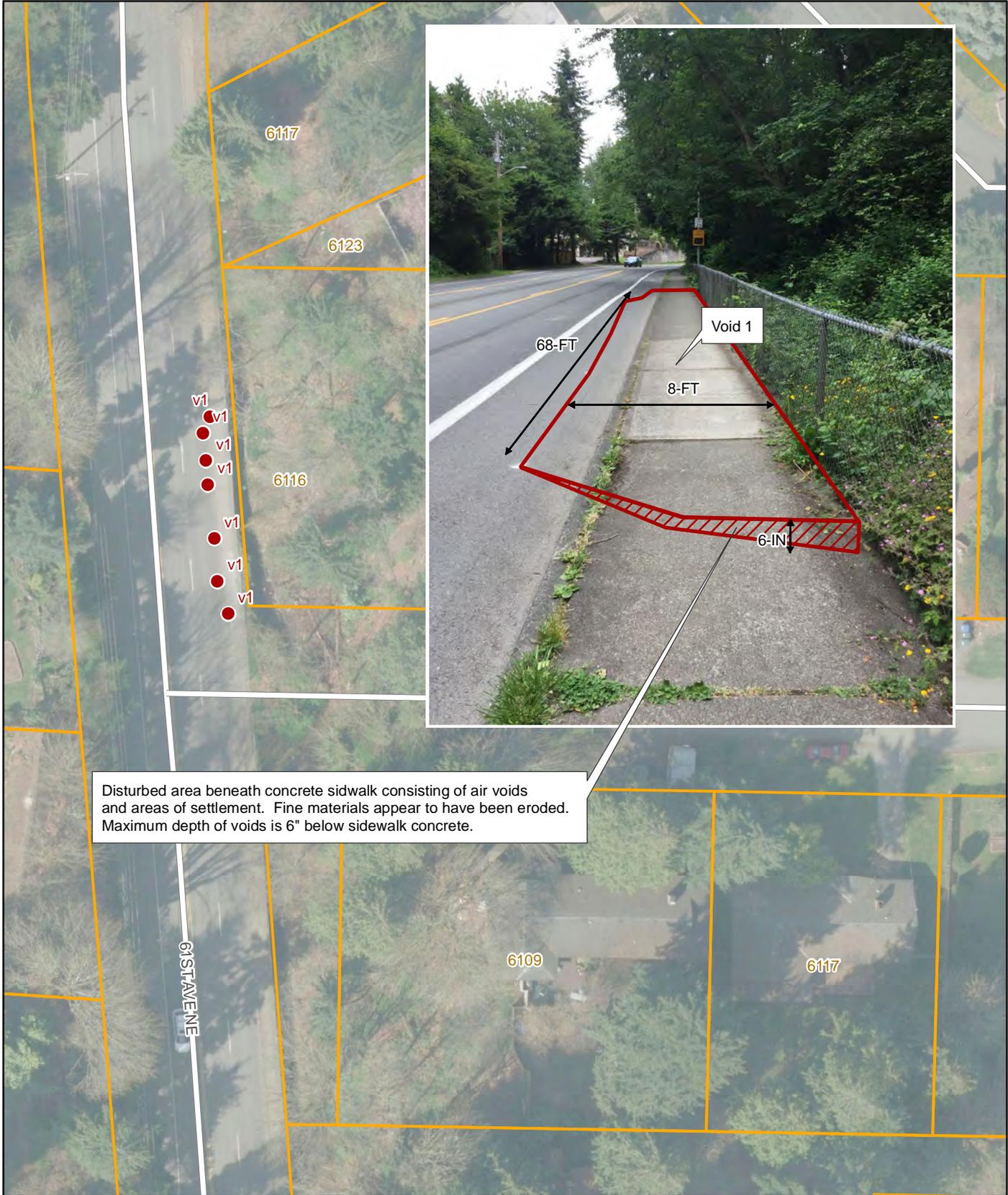
CONCLUSION

Twelve void areas were located during the subsurface investigation along 61st Avenue NE, with an additional void located at the culvert crossing NE 190th Street. Evidence of erosion, sidewalk settlement, and degradation of the existing rock wall was also observed. Void measurements, photos, and locations are included in Attachment 1.

Based on these findings, it is recommended that localized sidewalk replacement and fence repairs be performed to decrease immediate safety hazards. The City should consider these repairs in light of potential long-term repairs that may also be needed.

Long-term repairs should be determined considering the CIPs previously developed as part of the 2014 update to the City's Surface Water Master Plan. Repair options from this report should be implemented as the City continues to develop a comprehensive strategy for the stream area along 61st Avenue NE.

**ATTACHMENT 1:
GPR MEASURED VOID LOCATIONS**



Disturbed area beneath concrete sidewalk consisting of air voids and areas of settlement. Fine materials appear to have been eroded. Maximum depth of voids is 6" below sidewalk concrete.

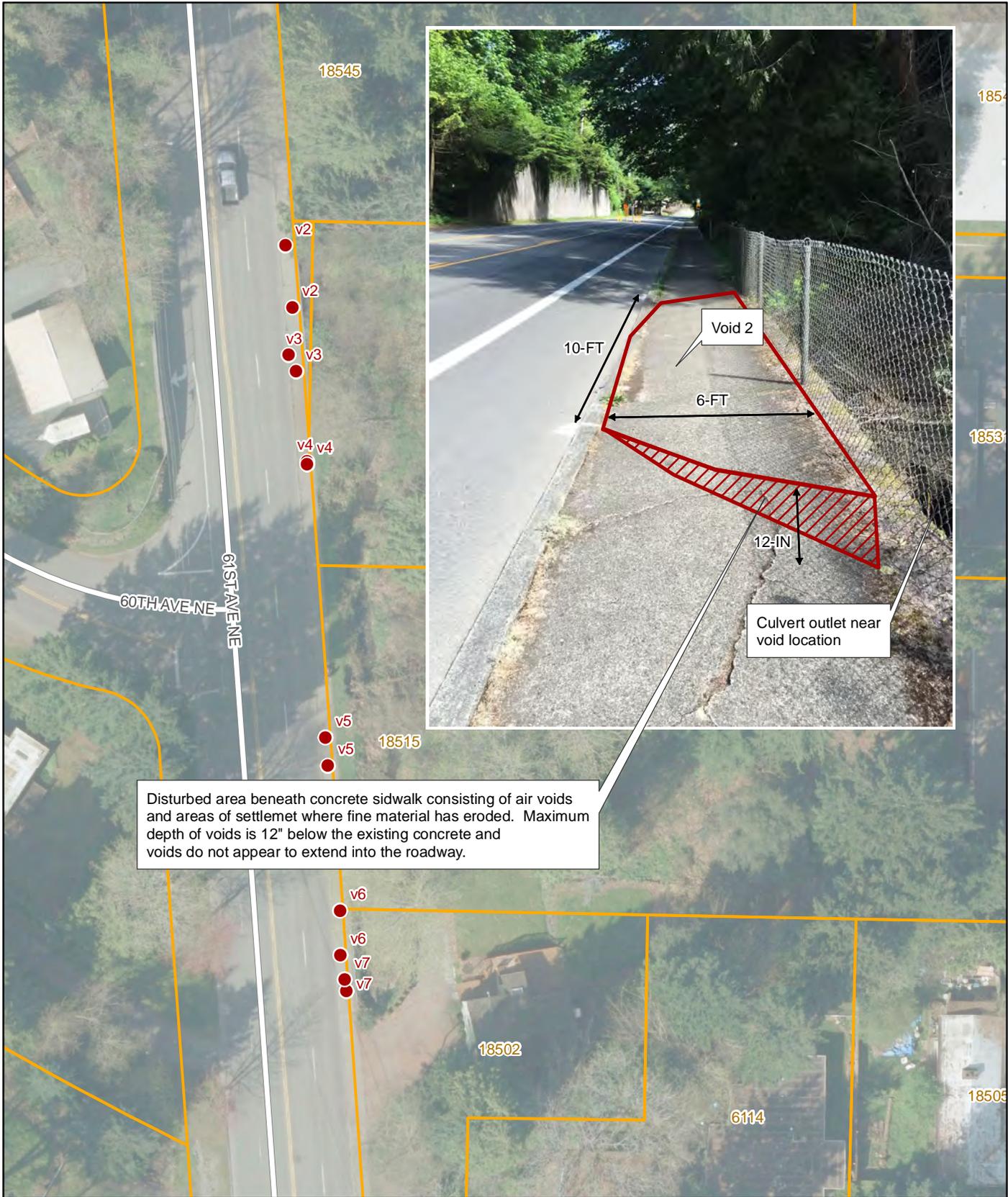


Void 1: 18545 61st Ave. NE
 Project: City of Kenmore Voids Investigation
 Location: 61st Avenue NE
 Scale: NTS



Legend

- Void Extents Surveyed by GPS
- ROW/Road
- King County Parcels



Disturbed area beneath concrete sidewalk consisting of air voids and areas of settlement where fine material has eroded. Maximum depth of voids is 12" below the existing concrete and voids do not appear to extend into the roadway.



Void 2: 18545 61st Ave. NE
 Project: City of Kenmore Voids Investigation
 Location: 61st Avenue NE
 Scale: NTS



Legend

- Void Extents Surveyed by GPS
- ROW/Road
- ▭ King County Parcels

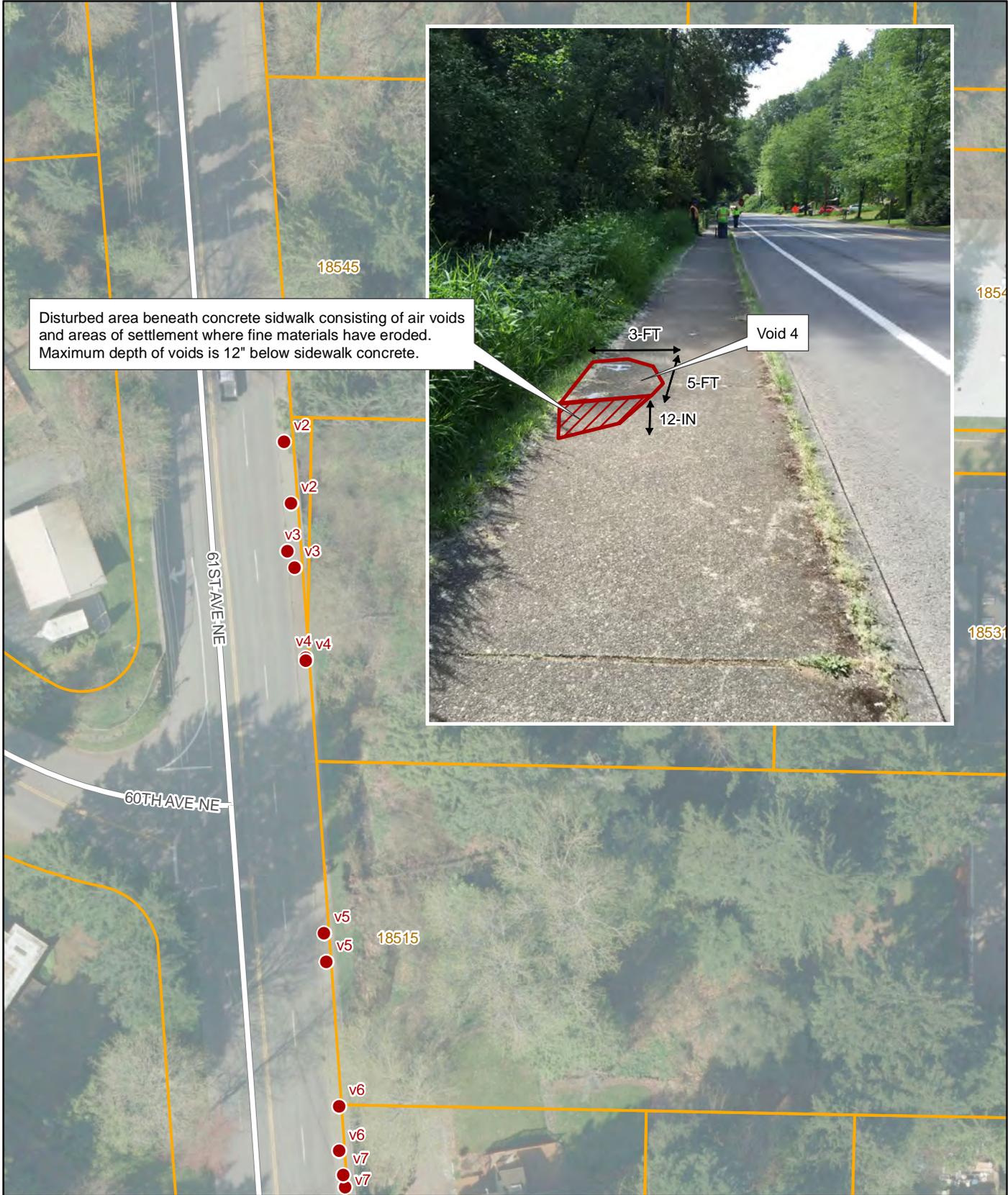


Void 3: 18545 61st Ave. NE
 Project: City of Kenmore Voids Investigation
 Location: 61st Avenue NE
 Scale: NTS



Legend

- Void Extents Surveyed by GPS
- ROW/Road
- King County Parcels

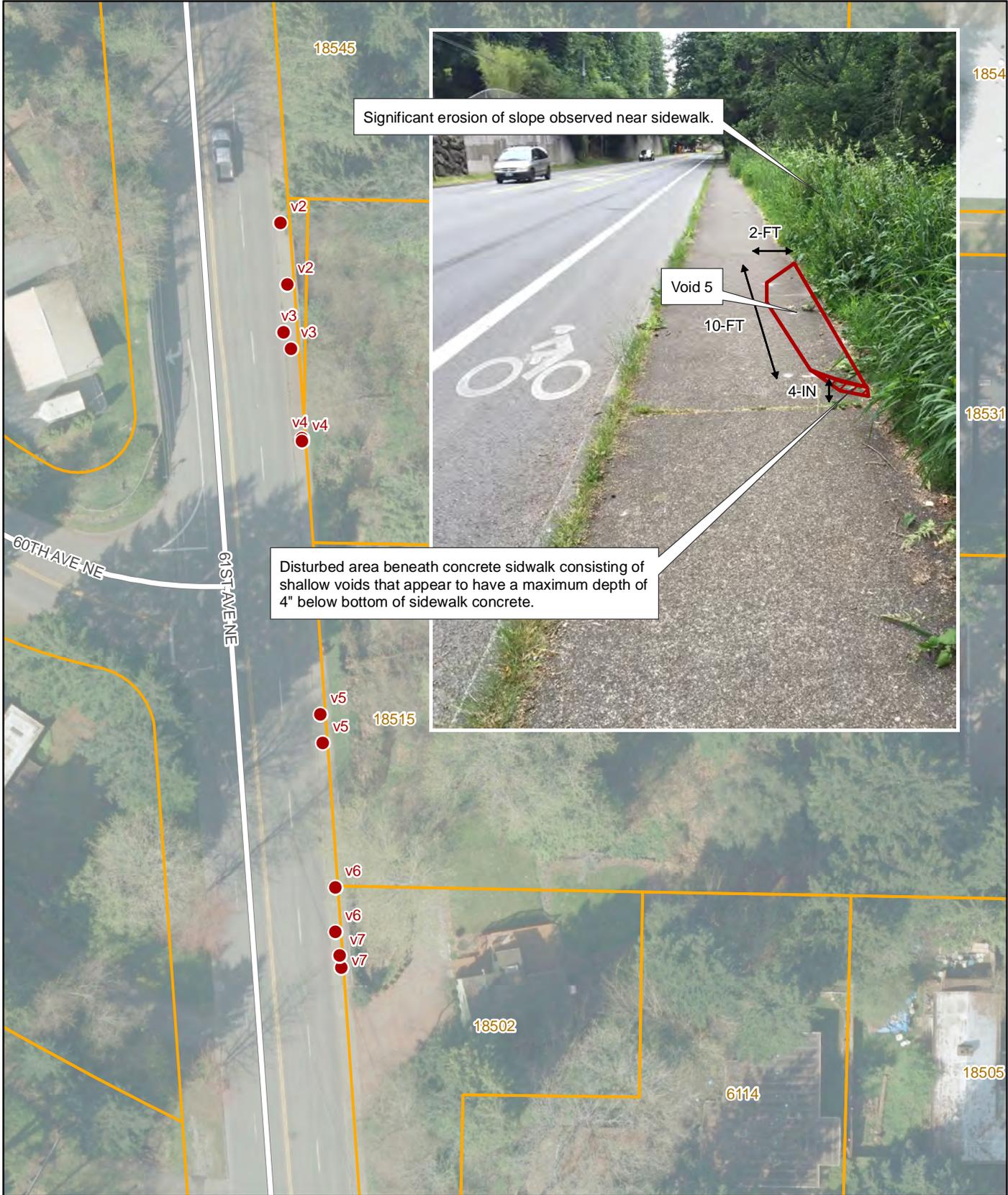


Void 4: 18545 61st Ave. NE
 Project: City of Kenmore Voids Investigation
 Location: 61st Avenue NE
 Scale: NTS



Legend

- Void Extents Surveyed by GPS
- ROW/Road
- King County Parcels



Significant erosion of slope observed near sidewalk.

Disturbed area beneath concrete sidewalk consisting of shallow voids that appear to have a maximum depth of 4" below bottom of sidewalk concrete.

Void 5

2-FT

10-FT

4-IN

18545

1854

18531

18515

18502

6114

18505

60TH AVE NE

61ST AVENUE

v2

v2

v3

v3

v4

v4

v5

v5

v6

v6

v7

v7



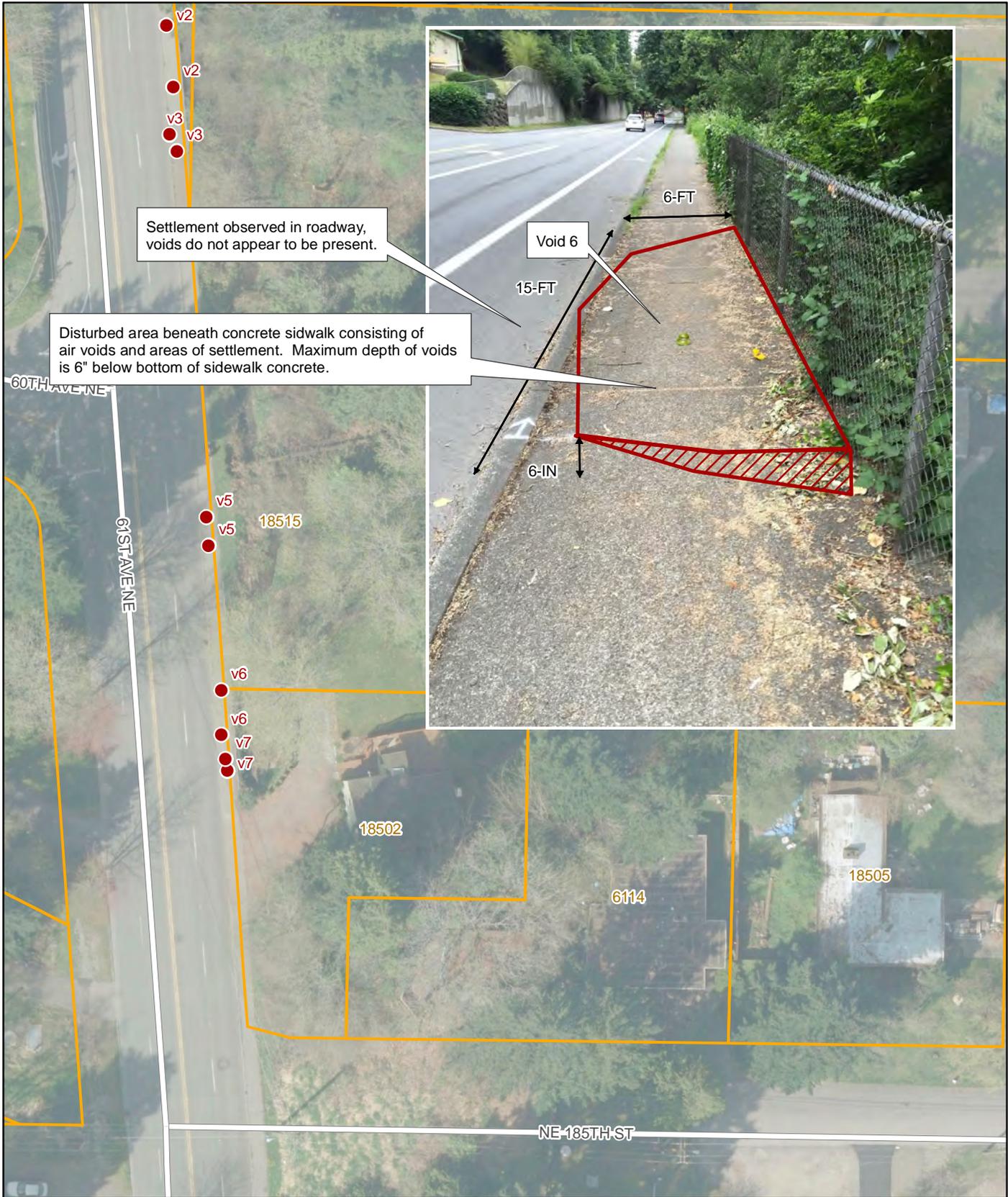
Legend

- Void Extents Surveyed by GPS
- ROW/Road
- King County Parcels

**OSBORN
CONSULTING
INCORPORATED**

Void 5: 18515 61st Ave. NE

Project: City of Kenmore Voids Investigation
Location: 61st Avenue NE
Scale: NTS

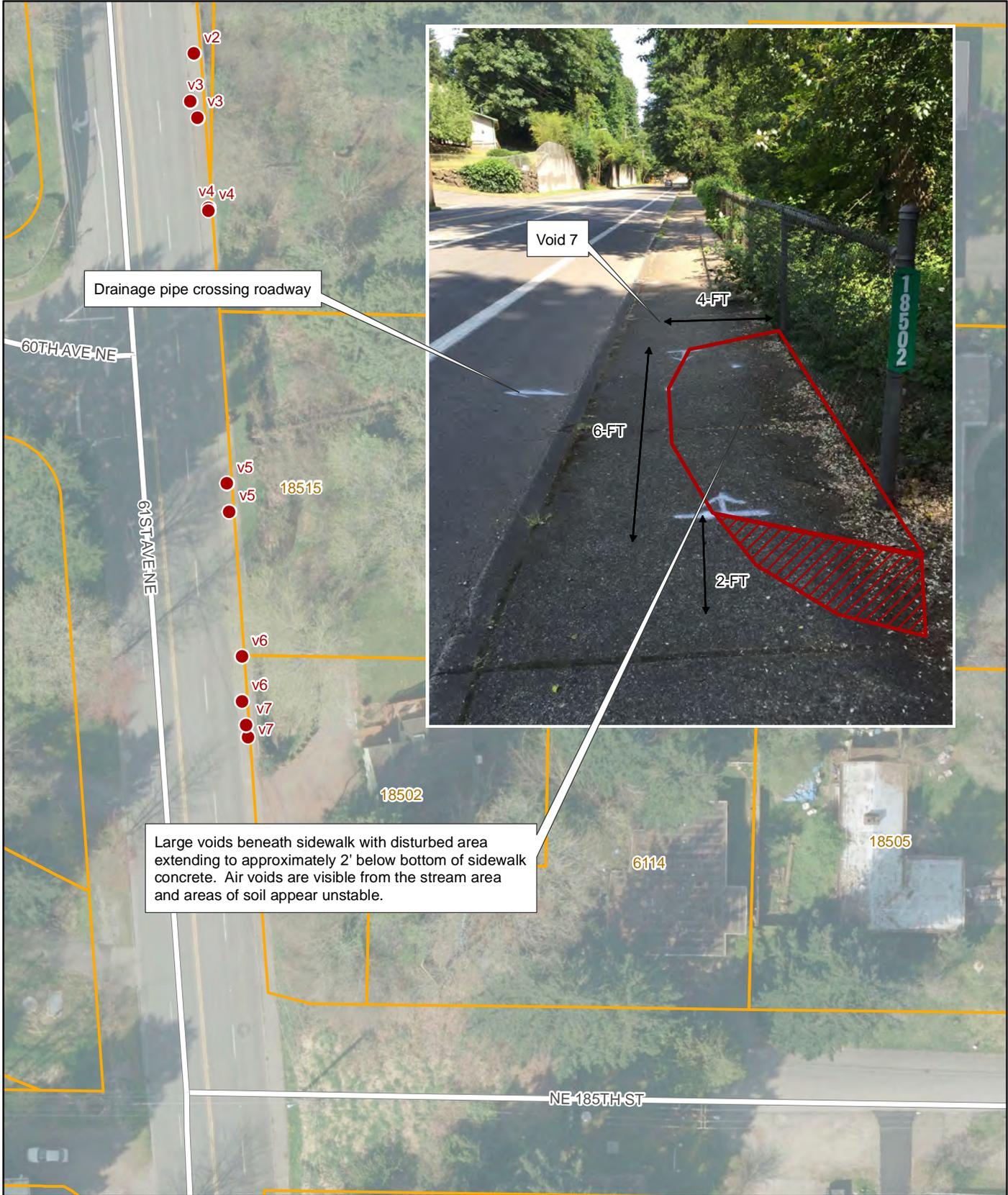


Void 6: 18502 61st Ave. NE
 Project: City of Kenmore Voids Investigation
 Location: 61st Avenue NE
 Scale: NTS



Legend

- Void Extents Surveyed by GPS
- ROW/Road
- King County Parcels



Drainage pipe crossing roadway

61ST AVENUE NE

60TH AVE NE

v2

v3 v3

v4 v4

v5

v5

18515

v6

v6

v7

v7

18502

6114

18505

NE 185TH ST

Large voids beneath sidewalk with disturbed area extending to approximately 2' below bottom of sidewalk concrete. Air voids are visible from the stream area and areas of soil appear unstable.

Void 7

4-FT

6-FT

2-FT

18502



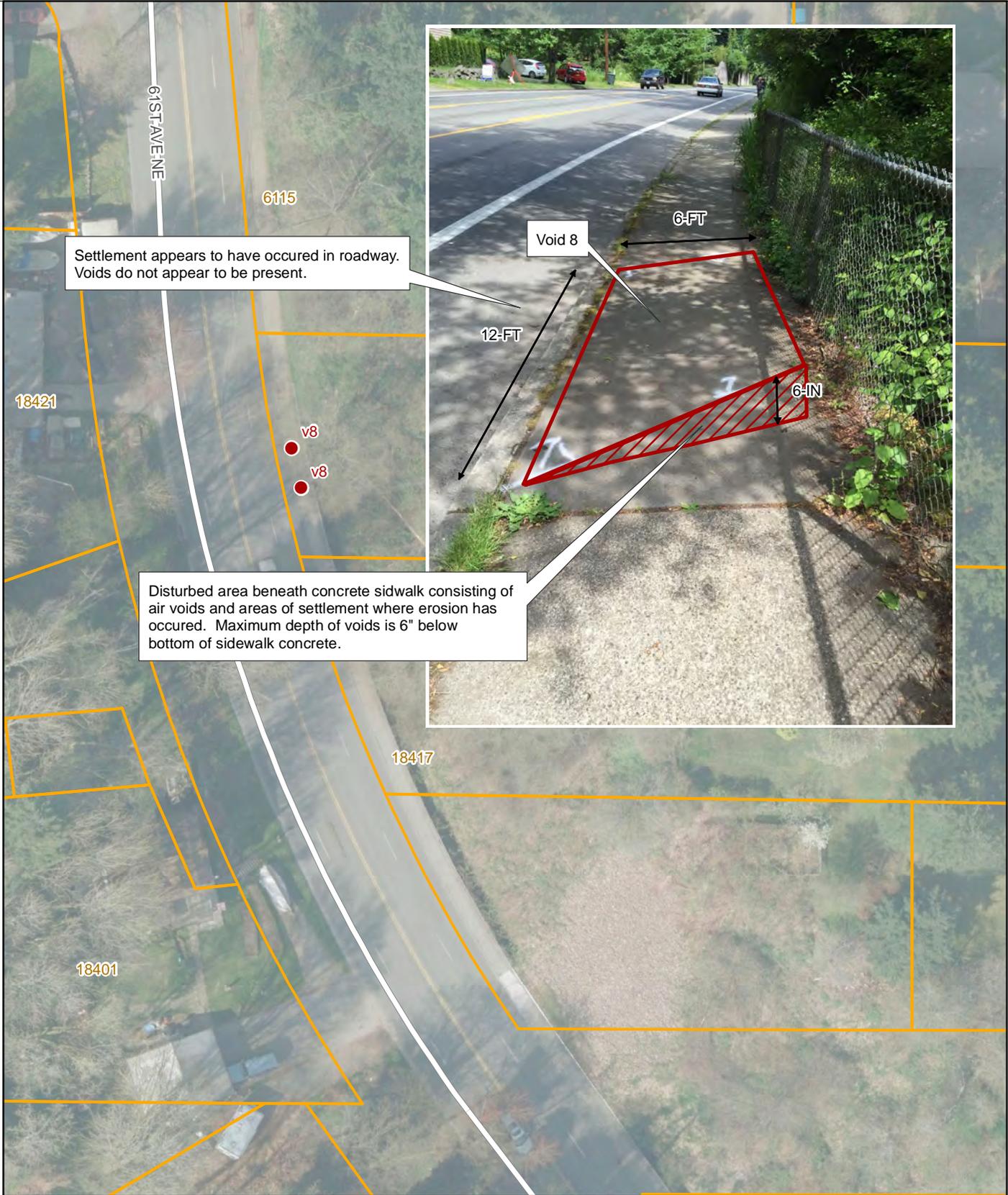
Legend

- Void Extents Surveyed by GPS
- ROW/Road
- King County Parcels

Void 7: 18502 61st Ave. NE

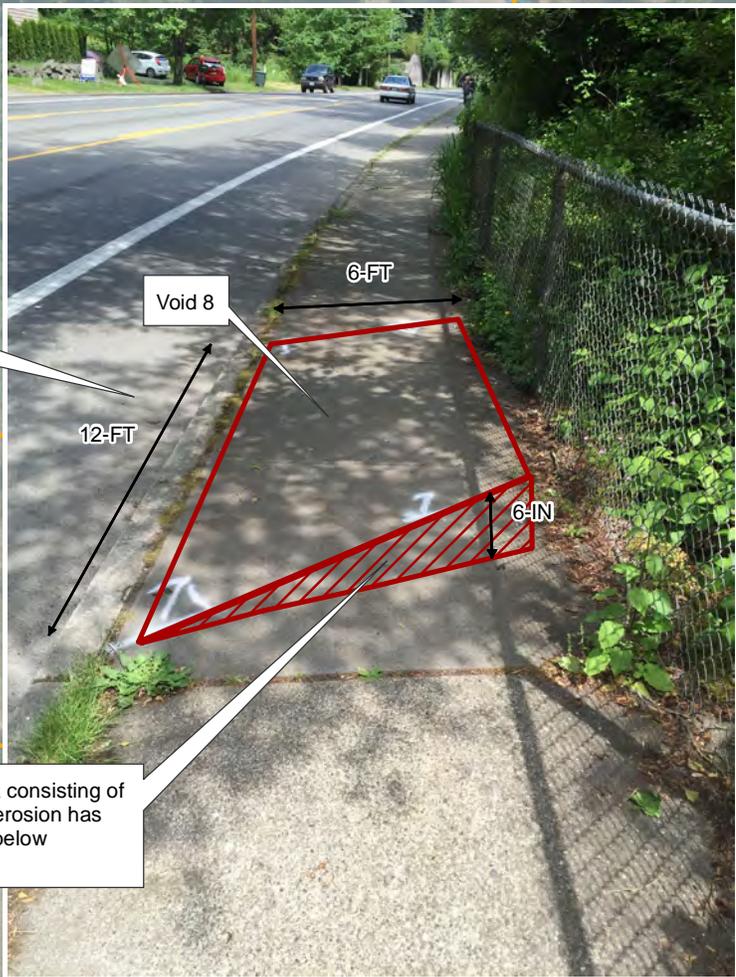
Project: City of Kenmore Voids Investigation
 Location: 61st Avenue NE
 Scale: NTS

**OSBORN
 CONSULTING
 INCORPORATED**



Settlement appears to have occurred in roadway. Voids do not appear to be present.

Disturbed area beneath concrete sidewalk consisting of air voids and areas of settlement where erosion has occurred. Maximum depth of voids is 6" below bottom of sidewalk concrete.



Void 8: 18417 61st Ave. NE
 Project: City of Kenmore Voids Investigation
 Location: 61st Avenue NE
 Scale: NTS



Legend

- Void Extents Surveyed by GPS
- ROW/Road
- King County Parcels



Prepared by JW, 6/12/2015



Void 10: 6106 NE 182nd St.
 Project: City of Kenmore Voids Investigation
 Location: 61st Avenue NE
 Scale: NTS



Legend

- Void Extents Surveyed by GPS
- ROW/Road
- King County Parcels



Disturbed area beneath concrete sidewalk consisting of air voids and settlement where erosion has occurred. Maximum depth of voids is 6" below bottom of sidewalk concrete.

Void 11: 6106 NE 182nd St.
 Project: City of Kenmore Voids Investigation
 Location: 61st Avenue NE
 Scale: NTS



Legend

- Void Extents Surveyed by GPS
- ROW/Road
- King County Parcels





Disturbed area beneath concrete sidewalk consisting of air voids and settlement where erosion has occurred. Maximum depth of voids is 12" below bottom of sidewalk concrete.



Void 12: 6113 NE 182nd St.
 Project: City of Kenmore Voids Investigation
 Location: 61st Avenue NE
 Scale: NTS



Legend

- Void Extents Surveyed by GPS
- ROW/Road
- King County Parcels

**ATTACHMENT 2:
GEOTECHNICAL MEMO**

Observations

Along this approximately 2,400 lineal feet of roadway, the existing stream is channelized and confined to a narrow corridor immediately east of 61st Avenue NE. Typically to the east of this corridor, the ground surface slopes up to residential parcels above to the east. These slopes are steep and there is evidence of recent instability (down trees, exposed/eroded soils, and a large quarry-rock repair area at the south end).

Along this section of 61st Ave NE, the existing stream is confined to a constructed open channel for roughly two-thirds. Along the other approximately one-third the stream is culverted. There are several short (less than 50-foot) sections of culvert at private driveway crossings, and long sections of culvert exist where the eastern slopes are too thick and too close to the edge of the roadway to allow for open channel. Where visible, the culverts are approximately 48" to 60" diameter corrugated metal pipes. There were no concrete headwalls observed at any of the culvert ends, as a result there is significant erosion and sloughing of over-steepened slope soils at most of the culvert ends.

Where the stream is channelized and immediately east of the sidewalk, the stream and roadway/sidewalk embankment are separated by rock-faced retaining walls. These rock-faced retaining walls are "fill walls" which support the sidewalk and the eastern side of 61st Avenue. The walls vary in exposed height from about 4 to 7 feet. Along these locations, the cast-in-place concrete sidewalk is constructed right up to the vertical wall face. Chain link fence posts are embedded in the sidewalk concrete. In many locations these fence posts are loose (and in some locations the posts are totally unsupported) due to spalled or cracked concrete. This appears to be a safety hazard.

There are several storm water catch basins along the east curb line of 61st Avenue. Runoff from these catch basins is directly discharged into the stream via corrugated metal sightlines which are typically approximately 12 inch diameter. These outfalls daylight and discharge through the face of the rock wall, a couple feet above the constructed/confined streambed.

The stream flows in this constructed/confined channel immediately adjacent to these rock walls. The confined stream channel is actively being eroded due to confinement. During our site visit of June 24, 2015, the stream was flowing at a rate of the order of a couple cubic feet per second. It is anticipated that flow rates vary widely in response to rainfall events.

There are numerous pieces of angular (non-native) rock littering the stream bed. These rocks similar in appearance to the rocks comprising the fill walls.

Also along these stretches of rockery-supported sidewalk, there are many areas of significant differential sidewalk settlement and cracking. The recent GPR studies commissioned by OCI/Kenmore identified approximately twelve distinct measurable void areas.

Conclusions and Recommendations

Based on our observations and geotechnical experience, we believe the rock-faced walls have yielded and settled somewhat. It is likely that finer-grained materials behind (west of) the rock face have

eroded out through voids in the rock wall. This erosion and void creation is likely driven by ground water seepage under the roadway embankment combined with fluctuating water levels and stream velocities along the face of the rock wall. Decades of low-level traffic vibrations and vehicular live loading, combined with the couple moderate earthquakes that have occurred since these rock walls were constructed, have likely caused additional wall movement.

Short Term Fix

In our opinion, a short-term fix would be to remove selected sections of sidewalk where identified settlement and voids exist, fill any and all voids with a low-slump cement concrete mix, and replace the sidewalk and chain link fence. There are a few areas where this appears to have been done (evidenced by the newer, fresher concrete). However this approach should be considered temporary at best -- the formation of voids and concurrent settlement of the sidewalk and northbound lane will continue to occur unless the rock walls are removed and replaced.

Long Term Solution

In our opinion, the long-term "permanent" solution is to bury the entire section of stream with a continuous culvert, or to replace the rock walls with an engineered structural retaining wall, each of which are discussed below.

Structural Retaining Wall:

If it is desired/required that open channel remain where open channel currently exist, then the rock walls would need to be replaced with a structural retaining wall. There would be many issues to review and consider in evaluation and design of the replacement wall, and these ideas are presented from a geotechnical engineering and construction feasibility perspective. If the work could be done with a complete northbound lane closure and stream diversion, a cast-in-place concrete wall would be possible wall replacement type. The replacement wall could be placed slightly west of the existing rock wall and the sidewalk could be cantilevered out to the east of the wall face. This would give the stream more room and reduce the tendency for rapid fluctuations in stream gage and flow velocity. A code-compliant roadway barrier could be incorporated into the structural wall and sidewalk design.

If the replacement wall is to be constructed so as to minimize lane closure and stream diversion, then some type of drilled shaft wall such as a secant pile wall could be considered. Such a wall would consist of concrete-filled drilled and cast-in-place concrete shafts installed on very close spacings. Reinforced concrete Structural shafts would infilled with non-structural, non-reinforced drilled shafts that span between the structural shafts. The drilled shaft wall could be installed along the current sidewalk alignment to the west of the existing rock wall. The existing rock wall could be left in place or removed as desired. The new sidewalk and roadway barrier could be connected to the tops of the shafts, with the sidewalk cantilevered slightly to the east of the secant pile wall. Installation of the drilled shafts would be complicated (and more costly) if large cobbles and boulders exist that extend back from the wall face.

Box or Pipe Culvert

If the open channel can be eliminated and the entire section of stream can be put into a culvert then a 48- to 60-inch diameter culvert could be installed and the yielding/settling rock-faced fill wall could be

buried/buttressed with new fill. Alternatively the rock wall could be removed to make space for a larger box culvert, the western side of which would support the roadway and sidewalk.

Closure

The foregoing is provided as a summary of our current thinking. We would be pleased to meet with OCI and the City to review and discuss this and related issues in greater detail.

**ATTACHMENT 3:
2013 INVESTIGATION MEMO**

Surface Water Field Investigation Report

Location: 61st Avenue NE Culvert Headwall Repair
Visit Date: 2/28/2013
Prepared by: Robert Parish, P.E., Osborn Consulting, Inc.
Attendees: Zack Richardson, P.E., Kenmore Surface Water Engineer
Jennifer Gordon, Kenmore Operations Manager
Tarelle Osborn, P.E., Osborn Consulting, Inc.
Robert Parish, P.E., Osborn Consulting, Inc.
Brad Thiele, Northwest Environmental Consulting
Mark Wicklund, P.E., CivilTech Engineering

Problem Description

Stream flows have been eroding the existing slope and rockery headwall adjacent to the culvert at 61st Avenue NE and NE 190th Street. This erosion has partially undermined the sidewalk at the top of the slope which has required a sidewalk repair project. The sidewalk repair project did not stabilize the headwall. The City wanted to investigate the problem and options to stabilize the upstream headwall and keep stream flow inside of the culvert wall.

Data / Field Observations

- During the 2007 storm, the stream eroded the existing upstream and downstream headwall, causing rocks from the headwall to become unstable and a couple of rocks to fall into the stream. The fallen rocks are still present in the stream.
- An inspection by the City in the summer of 2012 indicated that the culvert is in good condition.
- Stream flow was noted flowing outside the upstream culvert wall and bypassing the culvert, it is unclear where this bypass flow is going or if any piping of soil under NE 190th Street from this bypass flow is occurring.
- A visual observation of the pavement in NE 190th Street did not show signs of pavement settling.
- A visual observation of the upstream and downstream headwalls noted settling in the landscaping behind the rockery headwalls.

Summary and Recommendation

The current condition of the headwall, with an undermined amount of creek flows routing through the roadway sub-grade is a significant liability risk to the City. The Osborn Consulting, Inc. (OCI) Consultant team recommends prioritizing this upstream headwall repair. Several headwall repair options were considered:

Concrete Headwall – The preferred option. Although it would be a more significant effort to design and construct than the ecology block headwall, it offers the benefit of stabilizing the slope adjacent to the culvert and sealing the exterior of the culvert wall, preventing the bypass of flow that is currently occurring. Approximate project cost is: \$71,000.

Ecology block headwall – A cheaper option. Though this approach would stabilize the ground adjacent to the culvert opening, it would not prevent the bypass flow that is currently occurring. Approximate project cost is: \$58,000.

Spray on headwall – Such as shot-crete or foam. The downsides are:

- Gaining regulatory approval for the materials used.
- Anchoring the spray material to the rockery rocks would be challenging.
- The rockery, to be used as a base for the spray material, is not stable and could continue to fail in the future.

Due to the downsides, an approximate project cost was not calculated.



Looking the upstream culvert and failing rockery headwall.

Permitting Considerations

The project will take place below the Ordinary High Water Mark (OHWM) and along the edge of the stream and hence will require several permits.

SEPA - The project is considered maintenance and may be exempt from SEPA and critical areas permits for the City of Kenmore.

HPA (WDFW) – The anticipated work below the OHWM will require an HPA from WDFW. This permit will require that a JARPA be submitted and may require some habitat mitigation for impacting the stream. Simple mitigation options include adding some native plantings along the shoreline of the stream and removal of the large angular rocks from the stream channel and, if possible, from the streambank. Disturbance to the streambank will require restabilization of the streambank using soft engineering approaches outlined in the Integrated Streambank Protection Guidelines.

Section 404 permit (Corps of Engineers) – Will be required for any work that requires fill be placed or removed from below the OHWM. The Corps permit will require a Biological Assessment be prepared. The project may be pre-approved for Endangered Species Act Compliance that will expedite the permitting process.

Tribes - The SEPA, HPA and Corps permits will require coordination with the Tribes.

Although the permit procedures are relatively straightforward, it will take about 6 to 12 months for permit acquisition.

Cost Estimate

Approximate Project Cost Estimate - Concrete Headwall					
			Project No.	Date	
			10-120052	March 07, 2013	
Project Name Kenmore On-Call -61st Ave NE Culvert - Concrete Headwall					
Location Kenmore, WA			Owner City of Kenmore		
Estimated By: Marie Phelan			Checked By: RDP		
Date: 3/7/2013			Date: 3/13/13		
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST*
1	Concrete (including forms and rebar)	6	CY	\$1,900	\$11,818
2	Excavation	10	CY	\$42	\$420
3	Backfill for Wall	10	CY	\$44	\$440
4	Stream restoration allowance	1	LS	\$5,000	\$5,000
5	TESC/SWPPP/Spill prevention plan	1	LS	\$5,000	\$5,000
6	Stream bypass allowance	1	LS	\$10,000	\$10,000
7	Traffic Control allowance	1	LS	\$5,000	\$5,000
Total					\$37,678
Allowance				30%	\$11,303
Construction Total					\$48,981
Permitting, Design and Engineering**				45%	\$22,042
Project Cost					\$71,023

*Cost only for upstream headwall.

**Assume bidding through on call roster that would not require full PS&E bid document.

Approximate Project Cost Estimate - Ecology Block Headwall					
			Project No. 10-120052	Date March 07, 2013	
Project Name Kenmore On-Call -61st Ave NE Culvert - Ecology Block Headwall					
Location Kenmore, WA			Owner City of Kenmore		
Estimated By: Marie Phelan			Checked By: RDP		
Date: 3/7/2013			Date: 3/13/13		
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST*
1	Ecology Blocks (including delivery and install)	20	EA	\$150	\$3,000
2	Excavation	10	CY	\$42	\$420
3	Backfill for Wall	10	CY	\$44	\$440
4	Stream restoration allowance	1	LS	\$5,000	\$5,000
5	TESC/SWPPP/Spill prevention plan	1	LS	\$5,000	\$5,000
6	Stream bypass allowance	1	LS	\$10,000	\$10,000
7	Traffic Control allowance	1	LS	\$5,000	\$5,000
Total					\$28,860
Allowance				30%	\$8,658
Construction Total					\$37,518
Permitting, Design and Engineering**				55%	\$20,635
Project Cost					\$58,153

*Cost only for upstream headwall.

**Assume bidding through on call roster that would not require full PS&E bid document.

As previously noted an approximate project cost was not estimated for the spray on headwall option due its prohibitive downsides.